PSYCHIATRIC TECHNICIAN

Bargaining Unit 18

AGREEMENT

CAPT

between the

California Association of Psychiatric Technicians

and the ***State of California***

Effective July 1, 2010 through July 1, 2012

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Psychiatric Technician
Bargaining Unit 18

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement or the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as "the State" or "the State employer," and the CALIFORNIA ASSOCIATION OF PSYCHIATRIC TECHNICIANS, hereinafter referred to as "CAPT" or "the Association" or “the Union," has as its purpose the promotion of harmonious labor relations between the State and CAPT; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment. The term "Agreement" as used herein means the written agreement provided under Section 3517.5 of the Government Code, also known as the Ralph C. Dills Act.

ARTICLE 1 - GENERAL PROVISIONS

1.1 Recognition and Coverage

A. Pursuant to Public Employment Relations Board certification of representation 601-S, the State recognizes CAPT as the exclusive negotiating agent for all employees in the Psychiatric Technician Unit. Subject to Unit modification, the Unit includes the following classifications:

1. Psychiatric Technician Training Candidate
2. Psychiatric Technician Student
3. Psychiatric Technician Trainee
4. Psychiatric Technician Apprentice
5. Pre-Licensed Psychiatric Technician
6. Pre-Licensed Psychiatric Technician (Safety)
7. Psychiatric Technician
8. Psychiatric Technician (Safety)
9. Senior Psychiatric Technician
10. Senior Psychiatric Technician (Safety)
11. Developmental Specialist
12. Developmental Specialist (Safety)
13. Child Care Practitioner
14. Psychiatric Technician Instructor
15. Psychiatric Technician Assistant
16. Psychiatric Technician Assistant (Safety)

B. Pursuant to Government Code sections 19815.4 and 3517, CAPT recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

1.2 No Strike

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

B. CAPT agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during an interruption which may be caused or initiated by others and to encourage employees violating this Section to return to work.

1.3 No Lockout

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

1.4 Non-Discrimination

A. The State and CAPT agree that neither party will discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, sexual orientation, disability, political opinion or affiliation and agree to take such action as necessary to assure that this purpose is achieved.

B. Alleged violations of this Section may be grieved under the grievance procedure in Article 13 of this Agreement up to and including the 2nd step.

C. Alleged violations of this Section not satisfactorily resolved through the grievance procedure may be appealed through the State Personnel Board's Discrimination Complaint Procedure.

1.5 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by a change in legislative statute, the remainder of the Agreement shall continue in full force and effect. Upon issuance of such a decision, the parties shall meet as soon as practical to attempt to renegotiate the invalidated provision(s).

1.6 Reasonable Accommodation

A. Within State Personnel Board policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of a disabled employee. Such efforts shall include the types of reasonable accommodation specified by the State Personnel Board.

B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 13 of this Agreement. Complaints alleging denial of reasonable accommodation shall be appealed to the State Personnel Board through the complaint procedure specified by the Board.

C. An employee is entitled to have a CAPT representative assist in substantiating or presenting factual information in any interview or meeting when the employee is requested to meet with a DMH or CDCR designated reasonable accommodation manager or a DDS reasonable accommodation committee relative to the disposition of a reasonable accommodation request.

D. Upon written request, a facility list of vacant positions being considered by the CDCR or DMH designated reasonable accommodation manager or a DDS reasonable accommodation committee shall be provided to the local CAPT chapter president.

1.7 Supersession

The Government Code sections attached to this Agreement (Appendix C) are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code sections listed in the Appendix, such Agreement provision shall be controlling and supersede said Government Code sections or parts thereof, and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code sections listed in the Appendix are cited in Section 3517.6 of the Ralph C. Dills Act.

ARTICLE 2 - PSYCHIATRIC TECHNICIAN PROVISIONS

2.1 Professional Recognition and Rights

A. Preamble

The State of California recognizes the important contribution of the profession of Psychiatric Technicians and further recognizes them as an integral part of level of care services provided to the clients in the facilities operated by the Departments of Mental Health, Developmental Services, and Corrections and Rehabilitation. The State of California recognizes and encourages the efforts of Psychiatric Technicians to promote and maintain the professional standing of the Psychiatric Technician classification.

B. Rights

1. A Unit 18 employee, upon request, shall be entitled to have a CAPT representative or represent himself/herself at Skelly proceedings and formal disciplinary hearings held before the State Personnel Board.

2. The State shall grant a total of four (4) days per fiscal year of State paid release time for two CAPT representatives to participate on the Licensing Advisory Board.

3. Disciplinary representation will be administered as follows:

   a. Prior to the start of an investigatory interview, an employee shall be informed of the subject of the interview and if he/she may be subject to disciplinary or criminal action. If, during the course of an interview, should the focus of an investigation change to include the employee being interviewed, the employee will be so informed and, if requested by the employee, shall be allowed to obtain CAPT representation.

      An investigation shall be concluded within 75 calendar days from the date an employee who is subject of an investigation is interviewed by the special investigator or 75 days from the date that the employee received notice of an administrative leave or reassignment.

      If there are no findings in the investigation, the employee shall be returned to work within 15 days in accordance with departmental policy/procedure. If there are findings, at DDS and DMH, management shall make a determination on the investigator's findings and notify the employee in writing of their decision (e.g., discipline, return to work, training, limited duty) within 30 days of the receipt of the investigator's report.

      If the investigation is not concluded within 75 calendar days from the date an employee who is the subject of the investigation is interviewed by the special investigator, or 75 days from the date that the employee has received notice of administrative leave or reassignment, or management fails to provide notice to the employee within the time period stated in this above, the employee who is the subject of the investigation or CAPT may file a grievance with the Executive Director, Warden, Superintendent or designee. The response shall include the anticipated completion date of the investigation. If the investigation is not completed by the time frame contained in the grievance response from the Executive Director, Warden, Superintendent or designee, the matter may be appealed through the grievance process up to the DPA level. This shall be the final level of review and is not subject to arbitration.

      For any grievance filed based on this Section, the response given at the director's level shall be final and the grievance may not be appealed further in the grievance and arbitration procedure.

      An employee shall be given advance written notice that he/she is being administratively transferred or placed on administrative leave, during the investigation of an allegation of wrongdoing.

      The notice shall inform the employee of the reason for the administrative transfer or leave and the effective date.

b. Upon request, an employee shall be accompanied by an Association representative at a meeting held with a significant purpose to investigate facts to support adverse action pursuant to *Robinson v. State Personnel Board*, the U.S. Supreme Court case in *NLRB v. Weingarten*, and final cases interpreting these decisions. "Adverse action" shall be defined as dismissal, demotion, reduction of pay, suspension without pay, a formal letter of reprimand or other adverse action as defined by the State Personnel Board.

   Upon request, employees shall be allowed representation for meetings and investigations, as defined in this Section, with investigators employed by the Department of Health Services and investigators representing the Board of Vocational Nursing and Psychiatric Technicians.

c. At the request of the employee, representation shall be permitted at counseling sessions when:

   (1) The result of the counseling session is reduced to writing; and

   (2) The resulting corrective counseling memorandum is included in the employee's official personnel file; and

   (3) The corrective counseling memorandum refers to disciplinary action.

d. Corrective counseling memorandums, including but not limited to counseling memos, letters of instruction (LOIs), work improvement discussions (WIDs), or letters of expectation (LOE) meeting the above criteria may be appealed through the department's complaint process.

e. Every corrective counseling memorandum shall be written by the employee's supervisor and shall refer to a specific incident or incidents. When appropriate because of direct involvement, corrective counseling memorandum may be written by other than the employee's supervisor. For issues not involving a formal investigation, the corrective counseling memorandum shall be issued to the employee within thirty days of the incident described in the memo, or from the date of discovery of the incident.

f. The Association will provide a representative within a reasonable time based on the circumstances of the meeting.

g. When formal adverse action is taken against an employee for an alleged offense that requires the State to report to the BVNPT or the Department of Public Health, no such report shall be made until after the conclusion of the Skelly hearing. After the conclusion of the Skelly hearing, the State may report to the BVNPT or the Department of Public Health the nature of the adverse action taken against the employee.

h. If an employee is the subject of an investigation by the special investigator, which can result in disciplinary action, and there is insufficient evidence to take disciplinary action, the employee shall be so informed in writing by the Executive Director, Warden, Superintendent or designee of the facility conducting the investigation within 30 days. This provision shall be subject to the complaint procedure.

i. A dismissed employee whom the SPB or court later clears of any wrongdoing shall be reinstated to work in accordance with the following provisions. If the returning employee's previous position has been permanently filled, the returning employee shall be offered the next vacant position on the shift and unit previously worked. An employee who elects not to return to the previously worked position shall be offered a position on another unit on the same shift as previously held. Should management determine return of the employee to the previously held position would not be in the best interest of the employee, other employees, or the patients of the unit, the returning employee shall receive written notification. The employee would then be granted, for a period of one year, super seniority to make a bid. During this period, the employee shall be placed in a position on a shift of the employee's choice. Nothing in this Subsection shall be counted according to Article 9.2 (Post and Bid).

4. No recording device shall be used, nor shall any stenographic record be taken during an investigatory interview unless the employee and/or employer is so advised in advance.

5. No Unit 18 employee, against whom disciplinary action has been initiated, shall be directed to sign any statement or admission of guilt to be used in a disciplinary proceeding without the opportunity to review the matter with an Association representative, upon the request of the employee.

6. No Unit 18 employee shall be required to take a polygraph examination in connection with any formal disciplinary action.

7. When formal adverse action is taken against an employee, the employee shall be given a copy of all documents and other investigating materials that were used to formulate the adverse action.

8. Upon service of a subpoena on an employee to testify at an arbitration, State Personnel Board (SPB), Public Employment Relations Board (PERB) or legislative hearing, or a judicial proceeding, the State shall release the subpoenaed employee without loss of compensation for such time as is required to comply with the subpoena.

C. Grievance or appeals of this provision:

During the term of this agreement, alleged violations of Section 2.1, Subsection B, paragraphs (2), (3), and (8) shall be processed through the grievance and arbitration procedure contained in this Agreement unless otherwise stated.

Alleged violations of Section 2.1, Subsection B, paragraphs (1), (4), (5), (6), and (7) may not be processed through the grievance and arbitration provisions of this Agreement, but instead shall be raised, if at all, in any disciplinary appeal or other proceedings authorized by law.

Section 2.1, Subsection A (Preamble) shall not be subject to the grievance, complaint or any other appeal procedure. Nothing herein shall be construed as a waiver of any other right currently enjoyed by either the Association, State or employees in Unit 18.

D. During any phase of the representation process as defined within, an additional

CAPT representative may be present for training purposes only and act only as an observer. In no way shall an observer interfere or delay the representation process. The observer shall request to use any accrued leave credits, excluding sick leave, to attend during their regular schedule work shift. The approval will be based on operational needs.

2.2 Psychiatric Technician Career Ladder

A. The State and the Association recognize the importance of career development and a career ladder on recruitment, retention and the morale of Bargaining Unit 18 employees.

B. A series of classes within the bargaining unit exists which allows progression from entry-level classifications such as Psychiatric Technician Training Candidate, Psychiatric Technician Student, Psychiatric Technician Apprentice and Psychiatric Technician Assistant through Senior Psychiatric Technician. This career ladder extends beyond the bargaining unit through supervisory and managerial positions.

C. The employer may sponsor an employee in Bargaining Unit 18 while he/she is engaged in training that leads to eligibility for examination for licensure in one of the level-of-care classifications.

1. A sponsored employee is an employee who is selected by the employer to participate in a career training program.

2. By necessity, a sponsored employee works irregular hours for an agreed upon salary while voluntarily attending an educational institution in preparation for licensure.

3. While on sponsorship status, the employee is guaranteed a weekly salary (paid bi-monthly) regardless of hours worked. Hours worked are determined by the employer, based on the employee's academic schedule, whether or not school is in session, and the operational needs of the facility.

4. The regular hourly rate of pay of a sponsored employee is calculated by dividing the number of hours in the agreed upon time base into the salary specified in the State of California pay scales for the class at that time base. In no case will this hourly rate be less than minimum wage. This regular hourly rate will be paid for all hours up to the number specified in the time base worked in any work week. A rate of 1½ times the regular rate of pay will be paid for all hours worked in excess of 40 in any workweek. The fixed salary, based on the time base of employment, is guaranteed to the employee in any work week in which he/she performs any work. For those sponsored on less than full time base sponsorship status, if the employee works beyond the number of hours indicated by the time base, he/she will be paid the regular hourly rate of pay for any hours worked above the sponsorship time base up to 40 hours and 1½ times the regular rate of pay for all hours in excess of 40 hours. (See Appendix D for examples.)

5. (a) Time spent in classroom activities and clinical lab time at sites other than the sponsoring facility is not counted as hours worked as it provides no direct benefit to the sponsoring facility.

(b) Compensation for clinical lab time performed at the sponsorship site is included in the guaranteed salary. Such clinical lab time, scheduled and worked, is included in the determination of the employee's eligibility for overtime payment.

6. Sponsored employees will be provided a sponsorship contract and guidelines prior to entrance into the sponsorship relationship. (See Appendix E for model contract.)

7. Sponsored employees are expected, upon attainment of licensure, to work at the sponsoring site for at least the length of the sponsorship.

2.3 Professional Practice Groups (PPGs)

A. The purpose of professional practice groups is to provide an orderly process through which Psychiatric Technicians may participate regularly as a group to:

1. Establish, maintain and improve the standard of nursing care within the scope of the Psychiatric Technician license.

2. Function as a central group to assist in:

(a) Maintaining competence in nursing practices within the scope of the Psychiatric Technician license,

(b) Increasing the competence of Psychiatric Technicians by exposure to new skills, trends and developments of practice for developmentally disabled clients and mentally disabled patients, and

(c) Recognizing and accepting responsibility for recommending improvements in practices that will enhance client/patient care.

3. Participate actively in efforts to define and upgrade the standards of 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 practices within the scope of the Psychiatric Technician license and channeling this input for study evaluation and consideration.

5. Improve communications between members of the Psychiatric Technician discipline, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in the field, such as a result of legislation, science or new applications and interpretation of existing laws.

B. The size, composition and frequency of meetings for Psychiatric Technician PPGs shall be determined by facility management, which may include multidisciplinary Professional Practice Groups. Meetings of any PPGs shall be open and other employees may attend on their own time or on State time with his/her supervisor's approval. The selection process for the PPGs shall include an election of representative rank-and-file licensed Psychiatric Technicians and may also include direct appointments by management. Prior approval of agendas may be required. Each Professional Practice Group may elect officers and publish agendas in advance. No Chapter Officer may serve as an elected officer. Each Professional Practice Group shall prepare minutes and provide a copy to management and the CAPT Chapter Executive Committee. Upon request, facility management shall be entitled to review the minutes prior to distribution.

C. Professional Practice Groups shall be able to use State facilities, clerical support and mail systems consistent with current practices, workload and other facility priorities. Psychiatric Technicians participating in Professional Practice Groups shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any Professional Practice Group meeting or assignments made by a Professional Practice Group.

D. Professional Practice Groups may submit recommendations to facility management. It is understood by both parties that effective two-way communications improve morale and productivity. Upon request, a copy will be provided to the CAPT Chapter Executive Committee.

E. The Professional Practice Group shall not be for the purpose of meeting and conferring on any subject, nor for discussing a subject of any grievance or complaint. No Professional Practice Group communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.

F. It is understood that it is the responsibility of the Psychiatric Technicians themselves to form and organize the Professional Practices Group.

G. This provision shall not be subject to the Grievance and Arbitration Article of this Agreement.

H. Each chairperson of a facility Professional Practice Group may, upon request, be placed on a work schedule that allows up to 20 hours per week to perform PPG functions.

ARTICLE 3 - MANAGEMENT RIGHTS

A. All the functions, rights, powers and authority which the employer has not specifically bridged, delegated or modified by this Agreement are recognized by the Association as being retained by the State employer.

B. This Agreement is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor to limit the entitlements of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

ARTICLE 4 - WAGES

4.1 Salary Definitions

For the purpose of salary actions affecting employees assigned to Bargaining Unit 18, the following definitions shall apply:

A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.

B. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One step higher is calculated by multiplying the rate by 1.05 (e.g., $2,300 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 salary ranges.

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

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

G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep 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.

4.2 Adjusted Pay Ranges

Effective January 1, 2012, all CAPT represented classifications shall be adjusted by increasing the maximum of all classifications by 5%. Employees at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive a 5% increase. Employees at the old maximum rate for less than twelve (12) qualifying pay periods shall receive a new anniversary date based on qualifying service. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 900.682(b) and 599.687.

4.3 Ranges

A. Psychiatric Technicians and Senior Psychiatric Technicians who provide proof of appropriate credit and meet performance eligibility criteria as required by the Department of Mental Health, the Department of Developmental Services and the Department of Corrections and Rehabilitation Range B/C eligibility policy dated September 20, 1988, shall be appointed to the alternate ranges as specified below. Such appointments shall not be unreasonably denied.

   1. Range B, Q and T

      Employees at Range A, P or S who complete the equivalent of 15 qualifying semester units of job-related courses from an accredited college or university.

   2. Range C, R or U

      Employees at Range B, Q or T who complete the equivalent of 15 additional qualifying semester units of job-related courses from an accredited college or university.

B. Courses completed within ten (10) years prior to application shall be accepted for qualification to the alternate range. For courses completed more than ten (10) years prior to application, exceptions may be granted by each facility on a course-by-course basis. The Section of this provision governing exceptions shall not be grievable or arbitrable.

C. An application for alternate range shall be acted upon by the designated committee within thirty (30) calendar days from the date the application is submitted.

4.4 Merit Salary Adjustments

A. The State employer agrees that for the life of this Agreement, employees shall receive their annual salary adjustments in accordance with Government Code section 19832 and applicable Department of Personnel Administration rules. Government Code section 19832 is as follows: After completion of the first year in a position, each employee shall receive a merit salary adjustment equivalent to one of such intermediate steps during each year when he/she meets such standards of efficiency as the department by rule shall prescribe.

B. Within 30 days prior to an anniversary for a Merit Salary Adjustment (MSA), an employee may request in writing to his/her immediate supervisor the likelihood that an MSA will be granted. A supervisor's affirmative response does not guarantee the granting of an MSA.

C. If the employee's supervisor indicates that the MSA may be denied, the supervisor will identify in writing areas where improvement is needed and provide a plan of correction not to exceed ninety (90) days in duration. The MSA shall be granted upon satisfactory completion of the plan. Failure to satisfactorily complete the plan may result in additional plans being issued or the denial of the MSA until the next scheduled anniversary date.

D. If the employee meets the expectation outlined in management's plan of correction, the employee shall be granted the MSA.

E. The State agrees to notify CAPT prior to making any changes to the Special In-Grade Salary Adjustments (SISA) in Unit 18 classifications and meet and confer with the Association upon request.

F. An employee who is eligible for an MSA when he/she is off on IDL or EIDL shall receive the MSA if there is no document in the employee's file that would cause a denial and the employee met standards of efficiency for the prior year.

4.5 Shift Differential

Unit 18 employees who work shifts shall receive a night shift differential as set forth below:

A. Employees shall qualify for the P.M. shift pay differential of fifty (50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.

B. Employees shall qualify for the NOC shift pay differential of forty (40) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

C. Regardless of work shift, as in the case of overtime, employees shall be paid for all hours worked at the differential rate of their regularly scheduled shift.

D. Employees who regularly work the A.M. shift and work overtime on a different shift will receive shift differential consistent with the criteria as outlined above in A and B.

4.6 Bilingual Differential Pay

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging 10% of the time. An employee using his/her bilingual skills 10% or more of the time will be eligible whether the skills are used in a conversational, interpretation or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. Previous certification by another department may be accepted upon employee transfer. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

   (a) A direct public contact position;

   (b) A hospital or institutional setting dealing with patient or inmate needs; or

   (c) A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.

3. The position must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.

4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

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

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire month shall receive a maximum of $100 per month, including holidays.

2. An employee meeting the bilingual differential pay criteria less than the entire month shall receive the differential on a pro-rata basis.

3. A fractional-month employee meeting the bilingual differential pay criteria shall receive the differential on a pro-rata basis.

4. An employee paid by the hour meeting the bilingual differential pay criteria shall receive a differential of $.58 per hour.

5. An employee paid by the day meeting the bilingual differential pay criteria shall receive a differential of $4.61 per day.

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

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

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

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

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

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

I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

J. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

4.7 Rate on Reinstatement after Separation

Employees who are permissively reinstated by the appointing power after a break in service of three (3) years or less shall be reinstated to the same step and salary range as when separated. Employees who are permissively reinstated by the appointing power after a break in service of more than three (3) years shall be reinstated to the same salary range as when separated.

4.8 Semi-Monthly Pay

A. Employees shall be paid no later than the 1st and the 15th of each month.

B. There shall be a two (2) week lag.

C. Should the State Controller's Office have new equipment installed during the life of this Agreement and that equipment is capable of producing either bi-weekly pay checks (26 pay periods) or equal semi-monthly paychecks, the State agrees to modify the current semi-monthly pay program with the concurrence of the Association.

4.9 Timely Payment of Wages

The State agrees to provide timely payment of wages after an employee's discharge, layoff or resignation consistent with applicable department and State Controller's Office policies and State and Federal Law. Each employee shall receive a regular payroll warrant and overtime warrant when cash payment for overtime is authorized.

Overtime payments will be made in accordance with the Fair Labor Standards Act as provided in 29 CFR 778.106. The regulations provide that these payments may be made as soon as practicable, but in no event beyond the next pay period after such computation can be made. This section is not subject to Article 13 (Grievance and Arbitration Procedure).

4.10 401K Plan

Employees in Unit 18 are to be included in the State of California, Department of Personnel Administration's 401K Deferred Compensation Program.

4.11 Overpayments / Payroll Errors

A. This provision applies when the State determines that an overpayment has been made to an employee. "Overpayment" is defined as cash or time off that has been overpaid regardless of the reason.

B. If an overpayment occurs, reimbursement shall be made to the State through one of the following methods:

   1. In cash payment(s) mutually agreed to by the employee and the State; or

   2. Installments through payroll deduction to cover the same number of pay periods in which the error occurred, provided the full amount is recovered in one (1) year or less. Where overpayments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year; or

   3. The adjustment of appropriate leave credits or compensating time off provided that the overpayment involves the accrual or crediting of leave credits. Any errors in sick leave balances may be adjusted only with sick leave credits.

C. An employee whose employment is terminated prior to full repayment of the amount owed shall have withheld from any money owing the employee upon termination an amount sufficient to provide full repayment. If the amount owing is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.

D. If the employee should have reasonably known that an overpayment occurred, the schedule of repayment may be determined by the State and will not be subject to this Section. The repayment will be collected in no fewer pay periods than the overpayment occurred in, not to exceed one year, unless mutually agreed to a longer period of time.

E. No provision of this Section shall supersede the current procedures for the correction or repayment of errors or other losses directed by third parties covering areas such as insurance, retirement, social security, court-ordered payments or disability pay.

F. The parties agree to indemnify and hold CAPT harmless against collateral challenges, including any actions by Unit 18 members that may be brought seeking nullification of this Section of the Agreement.

G. Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in Subsection C, shall in no event exceed 10 percent of the employee's net salary. For the purposes of this Section, "net salary" is defined as the amount of salary earned after deductions of federal income tax, state income tax, employee's retirement contributions and OASDI.

H. In event of overpayment/payroll errors, employees will be given a written notice containing the reasons for the error and the amount involved.

4.12 Blood Withdrawal Certification

The State agrees to reimburse employees for fees required to obtain and maintain management required blood withdrawal certificates.

4.13 Recruitment and Retention

A. Upon approval by the Department of Personnel Administration (DPA), departments may provide Unit 18 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations.

B. A department will provide CAPT notice of the recruitment and retention differential upon approval by the DPA and Department of Finance. Upon request of CAPT, the department will meet and discuss on the impact.

C. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.

D. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.

E. Recruitment and retention payments shall not alter any classification's pay schedule nor will they be considered as compensation for purposes of retirement contributions. The employee will pay usual and customary withholdings.

F. The department may withdraw any recruitment and retention differential for specific positions, classifications, facilities or geographic locations for new hires when it is no longer needed with a 30-day notice to CAPT.

G. It is understood by CAPT 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.

H. Recruitment and retention differentials currently being paid are listed as Appendix B to this agreement.

4.14 Union-Management Committee on State Payroll System

The parties agree that the State Controllers Office's "21st Century Project" is the vehicle which will address the State payroll system.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Overtime

A. Overtime for employees in Work Week Group 2 is defined as all hours worked in excess of 40 hours in a work week period of 168 hours or seven consecutive 24-hour periods. The work week(s) for employees in Unit 18 will be posted in the Personnel Office of each facility.

B. Overtime shall be paid consistent with GC 19844.1, except as noted in P below.

C. Payment of authorized overtime required by the State shall be in cash or compensating time off (CTO) and shall be at a rate of one and one-half times the employee's regular rate of pay for each hour of overtime worked, or fraction thereof, computed to the nearest fifteen minutes.

D. During the term of this agreement, if the State is unable to provide cash compensation for overtime under the provisions of this contract, the State shall notice CAPT and the parties shall meet and confer pursuant to Article 14 (Entire Agreement).

E. Employees may accrue up to 100 hours of compensating time off. Employees 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 40 hours with CTO. All hours in excess of the 100 hour CTO maximum shall be compensated in cash.

   Employees shall have the right to hold up to 40 hours of accrued CTO exempt from mandatory buyout. The employer or the employee shall be informed, prior to working overtime, whether the overtime will be in cash or CTO. 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 the payment.

F. If the State does not permit the employee to schedule the CTO within one year from the date the overtime was earned, the State shall make a cash payment in lieu of CTO except as provided in D above.

G. Before an employee is required to work mandatory overtime, management will make a reasonable effort to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level of care employees before allowing other classifications to work overtime.

   1. "Acceptable volunteer" means an employee who is competent to perform the assignment and meets any necessary licensure requirements.

   2. An employee shall not be rejected as an acceptable volunteer solely because the employee has exceeded CTO limitations in item D above.

H. Except in cases of emergency, or a planned program activity, employees shall not be required to work mandatory overtime:

   1. More than six mandated overtime shifts of at least two hours duration in a month, or

   2. In excess of sixteen (16) hours continuously, or

   3. In excess of two overtime shifts within an employee's scheduled work week, or

   4. On two consecutive calendar days.

      When an employee is mandated to work 12 to 16 consecutive hours, that employee shall not be mandated to work overtime the next calendar day.

      An employee who is mandated to work an overtime shift, in excess of one (1) hour, shall be rotated to the bottom of the appropriate overtime list; however, mandated overtime shifts of less than two (2) hours do not count towards the limitations listed in this section.

      Employees, eligible for FMLA, unable to work overtime shall not have more than six mandatory overtime shifts charged against their FMLA entitlement in a month.

      For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.

I. Employees who are mandated to work overtime shall be permitted to secure a volunteer to work their mandated overtime as a volunteer. The volunteer must report to the worksite within the first two (2) hours of the mandated shift. The volunteer must be able to perform the duties of the overtime assignment. Once a volunteer is secured, the mandated employee shall immediately notify the appropriate supervisor.

J. Upon the request of an employee who has been on duty continuously for fifteen (15) hours, the employee shall have the option to:

1. Take the next shift off on vacation, annual leave, CTO or holiday credit if staffing permits.

2. Adjust the shift starting time to provide a 10-hour break between shifts;

3. Take two hours off without pay or use CTO, holiday, annual leave or vacation at the start of the next shift to provide a 10-hour break.

K. Employees shall be subject to the overtime provisions of Work Week Group 2. The appointing power determines the work week, which may begin on any day at any hour. Once the beginning time of an employee's work week is established and noted in the records, it remains fixed regardless of the schedule of hours worked. The beginning of a work week may be changed if the change is intended to be permanent and it is not designed to evade the overtime provision of the Fair Labor Standards Act (FLSA), except that, when the FLSA applies, the overtime provisions of Work Week Group 2 shall be in effect.

L. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall be considered as time worked only 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.

M. Employees will not be called in or scheduled to work overtime on their day off. Management shall not require mandatory overtime on the last day of their regularly scheduled work week in excess of four (4) hours. The first day of their regular schedule work week is not considered their regular day off.

N. An employee who volunteers to work an overtime shift on his/her regular day off will not be mandated to work additional hours contiguous to the voluntary hours worked, except in the case of a declared emergency.

O. During the term of this agreement CAPT may request to reopen this Section one time.

P. 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 limited to: Permanent Intermittent Employees, Retired Annuitants, Registry staff, 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, they will earn premium (1½ time) overtime compensation for hours worked over forty (40) combined leave use, other than sick leave, and hours worked in that week.

5.2 Show-up Time

A. An employee who shows up for work at an assigned starting time and has not been advised 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.

B. 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.

C. When a training session is scheduled on an employee's scheduled work day and outside the employee's scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

5.3 Call Back Time

An employee who has completed a scheduled work shift, or an employee on an authorized day off, when ordered back to work shall be credited with a minimum of four (4) hours work time at the employee's appropriate rate of pay provided the call back to work is without having been notified prior to completion of the work shift and the work begins more than two (2) hours after the completion of the scheduled work shift.

When staff meetings, training sessions or work assignments are regularly scheduled on an employee's authorized day off and the employee is required to attend, the employee shall receive callback compensation or shall work a minimum of four (4) hours.

When staff meetings and training sessions are regularly scheduled on an employee's scheduled work day and outside the employee's scheduled work shift and the employee is required to attend, overtime or other compensation shall be received at the appropriate rate of pay.

Upon request of a NOC shift employee, management, where possible, shall approve CTO, holiday time, annual leave, or vacation time for the NOC shift prior to or after the training.

5.4 Rest Periods

A. Two (2) rest periods of fifteen (15) minutes each shall be scheduled by the supervisor during each regular shift; one (1) during the first half of the shift and one (1) during the second half of the shift. Employees shall be permitted to take breaks except in cases of emergency involving client care.

B. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may they be used for overtime purposes. However, if operational needs prevent an employee from taking a rest period, the employee's supervisor may adjust the employee's shift in order to enable the employee to leave work early.

C. Whenever possible and with the approval of his/her supervisor, the employee may take the break away from the employee's work area provided the employee is back in the work assignment at the end of the rest period.

5.5 Meal Periods

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 30 minutes nor more than 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 during meal periods. When employees are required or permitted to work through their meal period, the State, at its option, may either adjust the employee's workweek schedule or workday schedule, or credit the employee for the time worked.

5.6 Days Off Cycles

At the request of the Association, the departments agree to schedule a meeting at each facility to discuss Association proposals related to days off cycles. Additional meetings may be scheduled with mutual agreement.

5.7 Exchange of Days Off

Unit 18 employees shall be permitted to exchange hours of work with other employees in a higher classification, the same classification or a lower classification within the series, performing same type of duties within the same work areas, provided:

1. The exchange occurs within a period not to exceed 30 calendar days.
2. The employees make a written request to their supervisor at least twenty-four (24) hours prior to the exchange, and the request is approved by the supervisor.
3. Employees requesting an exchange of work hours shall not be required to give a reason.

An exchange shall be prohibited where it would result in overtime, or other additional compensation under the FLSA or this Agreement. Exchanges shall not qualify as an out-of-class assignment. This does not preclude exchanges between employees on different shifts.

5.8 Compensable Travel Time

Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by the Fair Labor Standards Act shall be considered as time worked only if it meets the definitions and requirements of travel time in Sections 785.34 through 784.41 of Title 29 of the Code of Federal Regulations.

In applying Section 785.37 (home to work on special one-day assignment in another city), for purposes of consistent application, "another city" is defined as a work location in excess of a 25-mile radius from the employee's headquarters.

5.9 Excess Time

A. At the conclusion of each fiscal year, management shall determine the feasibility of paying cash compensation for excess time accrued over the previous year.

   1. Should management determine that it is feasible to provide cash compensation for the accrued excess time, the facility will survey employees for cash-out.

   2. If the facility determines that it cannot cash out all the requested excess time, facility management will determine a method to distribute the available cash among those employees requesting cash-out.

B. Employees must maintain a minimum of 32 hours after the cash-out occurs.

5.10 Mixed Shifts

An employee shall not be required to work a mixed shift work week unless the employee consents.

5.11 Alternate Work Schedules

A. Departments shall establish policies for flexible work hours and alternate work schedules for Bargaining Unit 18 employees who desire to participate.

B. Upon request, each Department shall provide CAPT a list of the names, work locations and hours of work of all Bargaining Unit 18 employees who are working alternate work schedules.

C. The Departments shall give written notice to CAPT prior to implementation of an alternate work schedule that causes a change in the existing day-off cycles or hours worked by Unit 18 employees assigned to a unit or residence or a CDCR work location.

ARTICLE 6 - LEAVES AND HOLIDAYS

6.1 Holidays

A. All full-time and part-time employees shall be entitled to such observed holidays with pay as provided herein, in addition to any State Holidays proclaimed by the Governor.

B. Observed holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, December 25. After the initial six months of employment, full-time employees shall be granted a personal holiday each fiscal year. The personal holiday shall be credited to employees on the first day of July. Subject to operational needs, a department head or designee may grant an employee's request to take his/her personal holiday with less than five (5) working days' advance notice. Personal holiday credit not used by June 30 of each fiscal year shall be converted to holiday credit on an hour-for-hour basis.

C. Employees shall receive holiday time on the day on which the holiday occurs. Employees who work the nocturnal shift (NOC) shall receive holiday time for the shift which ends on the holiday.

D. Employees other than permanent intermittent working on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and Christmas shall receive pay at a rate of one and one-half (1/2) times the employee's regular rate of pay for each hour worked on the holiday plus at the option of the State, cash compensation or holiday credit in accordance with their time base as defined in the following chart. Intermittent employees shall receive straight time for all hours worked on a holiday unless such time exceeds 40 hours in a work week (168 hours or seven consecutive 24-hour periods).

E. If a holiday falls on the employee's regular day off, the employee shall receive holiday credit in accordance with the following chart.

F. Employees working part-time or intermittent schedules shall receive holiday credit or cash in lieu of holiday credit in accordance with the following chart.

Full-time & Part-time Employees

Time base	Holiday compensation in hours
Full time	8.00*
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	0.80
3/10	2.40
7/10	5.60
9/10	7.20

Intermittent Employees

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 and over	8*

* An employee can accrue only up to 8 hours of holiday credit per holiday

6.2 Vacation Leave

A. Employees shall be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years .....7 hours per month

37 months to 10 years .....10 hours per month

121 months to 15 years .....12 hours per month

181 months to 20 years .....13 hours per month

241 months and over .....14 hours per month

1. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a onetime vacation bonus 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.

2. An employee in the classifications listed below who has served at least five (5) consecutive months in State service, who has not been rejected on probation, and who is reappointed within six (6) months of his/her separation, will be given credit for the time served for purposes of receiving a 42-hour bonus under the provision above.

   a. Psychiatric Technician Student

   b. Psychiatric Technician Trainee

   c. Psychiatric Technician Training Candidate

B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted for vacation leave purposes set forth under Item A. above.

C. Employees working less than full time accrue vacation in accordance with the applicable DPA rules.

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee was:

1. Required to work as a result of fire, flood or other extensive emergency.

2. Assigned work of a priority or critical nature over an extended period of time.

3. Absent on full salary for compensable injury.

4. Prevented by department regulations from taking vacation until December 31 because of sick leave.

5. On jury duty.

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

F. The time when vacations are to be taken shall be at the request of the employee, subject to the legitimate operating needs of the State.

G. The department head or designee has the right to order an employee to take vacation during the calendar year whenever (1) an employee's vacation accumulation exceeds or would exceed the vacation cap in Subsection D above on December 31 of the calendar year; or (2) when the department head or designee has sufficient evidence that an employee is incapable of performing his/her regularly assigned duties. This does not preclude other appropriate action including adverse action.

<u>DMH Vacation Scheduling</u>

A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.

B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two vacation period(s) for the upcoming calendar year as follows:

1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.

2. For two vacation periods, each vacation period shall be for consecutive days. The two 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.

   As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of this Subsection, an employee's chosen vacation period may not exceed the employee’s accrued vacation time balance at the time the vacation is to be taken.

C. Beginning December 1, employees may select time off on a first-come, first-served 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. For use of the personal holiday, selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this Subsection, an

Employee may use vacation, CTO, holiday time or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this Subsection, if two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

D. Employees who successfully bid a vacation during the period mentioned in Subsection B, October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period if the coinciding vacation dates are 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 18 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 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 the 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-served basis subject to Subsection C.

<u>CDCR Vacation Scheduling</u>

A. On October 1 of each year, each Bargaining Unit 18 employee will select his/her vacation choice from the calendar of the upcoming year. The calendar shall indicate by work location and watch, the number of employees that may be on vacation on each day of the upcoming calendar year.

B. An employee may sign up for no more than two vacation periods for the upcoming calendar year. The two vacation periods shall be for consecutive days and combined shall not exceed thirty-two (32) vacation days during the calendar year, and any one vacation period shall not exceed twenty-four (24) vacation days during the calendar year. The vacation periods shall be separated by at least twenty-two (22) days worked.

C. Vacations shall be granted by state seniority. A calendar of scheduled vacations shall be completed and distributed to each employee by November 15.

D. Beginning December 1 of each year, employees may select time off from the remaining posted dates of the calendar on a first-come, first-served basis. For the purpose of this Section, employees may use vacation, CTO, holiday time or personal holiday. If the selection is ten (10) or more calendar days prior to the first selected day off, the selection shall be granted. A request for time off with fewer than ten (10) calendar days notice may be granted.

E. Nothing in this Section shall prevent the granting of time off in excess of the posted time.

F. The vacation calendar shall remain posted for the entire vacation year.

DDS Vacation Scheduling

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, 17, 18 and 20 LOC employees. For the AM and PM shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees who 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 who 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. Nonclient residential programs are exempt from coverage but will be governed by terms and conditions of this 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 vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

   1. Vacation requests shall not exceed the employee's accrued vacation time balance at the time(s) the vacation(s) is taken.

   2. No other accumulated/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 their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidded as determined by management, or the employee may bid on the remaining unbid vacation time.

D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.

E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots. The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

   1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.

   2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.

   3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.

F. When an employee cancels a vacation period, the state shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.

G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management determination.

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 and an employee elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

6.3 Annual Leave

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

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

1 month to 3 years .....11 hours per month

37 months to 10 years .....14 hours per month

121 months to 15 years .....16 hours per month

181 months to 20 years .....17 hours per month

241 months and over .....18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules or memoranda of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

C. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

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

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours.

A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee was:

1. Required to work as a result of fire, flood or other extensive emergency.

2. Assigned work of a priority or critical nature over an extended period of time.

3. Absent on full salary for compensable injury.

4. Prevented by department regulations from taking annual leave until December 31 because of sick leave.

5. On jury duty.

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

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

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

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

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 6.4 (Sick Leave) of this Agreement.

K. The Enhanced Non-industrial Disability Insurance (ENDI) in Section 7.8 applies only to those employees in the annual leave program described above in this Section.

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

M. Upon enrollment in the annual leave program, existing vacation balances will become the employee's annual leave balance. For example, if an employee has accrued 300 vacation hours and enrolls in the annual leave program, the 300 hours of vacation become 300 hours of annual leave. In this example, all earned hours of annual leave shall be added to the 300 hours and the employee may accrue annual leave hours up to a cap of 640 hours as outlined in Subsection E above.

6.4 Sick Leave

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

1. Illness or injury, including illness or injury relating to pregnancy.

2. Exposure to a contagious disease which is determined by a physician to require absence from work.

3. Dental, eye and other physical or medical examination or treatment by a licensed practitioner.

4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister or any person residing in the immediate household. Such absence shall be limited to five workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. On the first day of the monthly pay period following completion of each monthly pay period of service, each full time employee shall earn eight hours of credit for sick leave with pay. A full-time employee who had eleven or more working days of service in a monthly pay period shall earn full sick leave credit.

   Absences from State service resulting from a temporary or permanent separation for more than eleven consecutive working days, which fall into two consecutive qualifying pay periods, shall disqualify the second pay period.

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 eight hours credit for sick leave with pay.

   2. Multiple positions under this rule:

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

      b. Where an employee holds two 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 the credits shall not exceed full-time employment credit.

D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon written request from the employee, the basis for the denial of sick leave will be provided in writing.

E. An employee shall not be required to provide physician's verification of illness when he/she uses no more than three consecutive days sick leave except when:

   1. The employee has a demonstrable pattern of sick leave abuse, or

   2. The supervisor has a reasonable belief the absence was for an unauthorized reason.

F. Sick leave may be accumulated without limit.

G. Sick leave may be used in 15-minute increments.

H. Absence from duty resulting from approved EIDL, IDL, NDI or ENDI shall not be subject to disciplinary action.

I. Upon submission of an Absence and Attendance Report Form, if the supervisor disapproves an employee sick leave request, the supervisor shall complete the form and inform the employee why the requested time is denied. Upon notice, the employee shall have five working days to provide additional documentation to verify the request for sick leave prior to the denial becoming final. Verification of sick leave will be made in accordance with Subsection D above. Employees who are on attendance programs shall be required to provide medical verification in accordance with their attendance plan.

J. Upon request, an employee who is not on a sick leave attendance program and who submits substantiation for use of sick time which is accepted by the employee's supervisor as a valid absence from work under Subsection A above, and has insufficient sick leave credits to cover the absence, other leave credits shall be used to cover the absence.

   Upon request, an employee who is on a sick leave attendance program and who suffers a major injury and submits substantiation for use of sick time which is accepted by the employee's supervisor as a valid absence from work and the employee has exhausted all sick leave credits, other leave credits may be used to cover the absence.

K. An employee shall be provided written counseling before being placed on a sick leave attendance program. The attendance program shall be a written plan of action, including the requirements that must be followed during the course of this program. The plan will be reviewed at least quarterly. It is understood that an employee who fails to follow the provisions of the above plan may be subject to disciplinary action. The following sick leave absences shall not be counted in a decision to put an employee on an attendance program:

   1. Any pre-scheduled and employer-approved medical, dental or family leave appointment.

   2. Any absence where the employee reports to work but the employer or medical officer determines or concurs that the employee is too ill to work on that day.

   3. Any EIDL, IDL, ENDI or NDI time.

L. Both parties agree and understand that application of this Section may vary.

M. In lieu of sick leave credits, any employee who is subject to the Annual Leave Program and who is appointed (this includes but is not limited to initial appointment into State service, reinstatement, transfer, promotions and demotion) in a position in Bargaining Unit 18 shall continue to be subject to the Annual Leave Program and the Enhanced Non-industrial Disability Insurance (ENDI) benefit provisions of this Contract.

6.5 Maternal, Parental, Adoption Leave

A. A female permanent or probationary employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

B. A male spouse, male parent or domestic partner who has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297 who is a permanent or probationary employee, shall be entitled to an unpaid leave of absence to care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation to support his request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

C. A department head or designee may grant a permanent or probationary employee's request for an unpaid leave of absence upon the adoption of a child for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for adoption leave.

D. If the initial request for parental leave or adoption leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one year timeframe are permissive and may be considered by the department head or designee.

E. If the request for parental leave is made more than 30 calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

F. Any permissive approval of parental leave or adoption leave as outlined above 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 revocation.

G. During the period of time an employee is on parental or adoption leave, he/she shall be allowed to continue his/her health, dental and vision benefits. The cost of these benefits shall be paid by the employee at the group rate.

H. A female employee may use accrued sick leave or annual leave for disability or illness due to pregnancy, childbirth or medical conditions in accordance with Section 6.3 (Annual Leave), 6.4 (Sick Leave) and 7.7 (Non-Industrial Disability Insurance).

I. For purposes of Subsections A, B and C, an employee may use accrued compensating time off, holiday credit or vacation time.

J. The employer shall treat Pre-Licensed Psychiatric Technicians (PLPTs) in a similar fashion for purposes of leave under this Section, except that PLPTs shall be brought back to work at the end of the requested leave period in the higher of the classes of PLPT and PT for which they qualify, consistent with SPB rules.

6.6 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, child, stepchild, adopted child, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law. Such bereavement leave shall be authorized for up to (3) three eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of other accrued existing leave credits or authorize leave without pay.

D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provision of this agreement.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employee's fractional time base.

F. Permanent intermittent employees will be eligible for bereavement leave pursuant to paragraphs A, B, C and D above on a pro-rata basis, based on actual hours worked during the qualifying monthly pay period(s) immediately prior to the bereavement.

G. Permanent full-time employees may utilize their vacation, CTO, or any other earned leave credits, except sick leave, for time required due to the death of other relatives not listed in A or B above subject to operational needs. Requests will not be unreasonably denied.

6.7 Jury Duty

A. An employee shall be allowed time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for this time off, the employee is required to remit to the State jury fees received.

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

C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.

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

E. An employee who works the PM shift shall not be required to work the PM shift on the day on which that employee is required to appear in court.

F. An employee who works the NOC shift shall not be required to work the NOC shift on the day on which that employee is required to appear at court.

G. An employee who works the NOC shift shall not be required to work the NOC shift immediately prior to the day of jury duty and may instead use accrued vacation, CTO, holiday or “dock.”

H. An employee’s days off shall be changed to weekends when required to serve as a member of a jury panel.

I. 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, Subsections C and D apply.

J. For night jury duty, the State shall make adjustments in the employee’s work schedule in a manner consistent with the intent of this provision.

6.8 Release Time for State Civil Service Examinations

A. Upon giving two (2) days’ notice to his/her immediate supervisor, any State employee, otherwise qualified, shall be permitted to take any State civil service examination during working hours if the examination is scheduled during such period, or to attend a meeting of the department or State Personnel Board at which is scheduled for consideration a matter specifically affecting his/her position concerning which he/she has requested to be heard, without reduction of pay or other penalty. Employment interviews for eligibles on employment lists shall be considered part of the examination process.

B. The facility shall attempt to accommodate a shift change request from an employee who is scheduled to work NOC either the day before or the day of a civil service examination.

C. AM and PM shift employees, who participate in the Psychiatric Technician licensing examination, shall be released at the employees' option on vacation, CTO, holiday credit or dock on the day of the examination. NOC shift employees shall be so released on the day prior to the examination.

D. An employee may, with seven days’ notice to his/her supervisor, have his/her days off rescheduled to allow the employee to take the Psychiatric Technician licensing examination on his/her day off.

6.9 Catastrophic Leave (Work and Family Program Assistance)

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Committee on Work and Family. The parties agree that transfer of leave credits between State employees and family members who are also State employees is appropriate for issues relating to approved catastrophic leave, Family Medical Leave, parental leave and adoption leave.

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

   1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, child, parent, brother, sister, spouse's parent, domestic partner who has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297, or any other person residing in the immediate household; or

   2. When the receiving employee is facing financial hardship for being absent for approved parental or adoption leave purposes.

B. For the purposes of transferring leave credits, the following conditions 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 eight (8) hours and in whole-hour increments and credited as vacation or annual leave.

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

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

   6. The total leave credits received by the employee shall not exceed three months. However, if approved by the appointing authority, the total leave credits received may be six months.

   7. Donations shall be made on a form 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 arbitrable; however, it may be grieved to the third step.

6.10 Catastrophic Leave (Natural Disaster)

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

A. Sick leave credits cannot be transferred.

B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.

C. The receiving employee has exhausted all vacation, annual leave or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.

D. The donations must be a minimum of eight (8) hours and in whole-hour increments and credited as vacation or annual leave.

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

F. The total leave credits received by the employee shall not exceed three months. However, if approved by the appointing authority, the total leave credits received may be six months.

G. Donations shall be made on a form supplied by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.

H. This Section is not subject to the Grievance and Arbitration Article of this Contract.

6.11 Personal Leave

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.

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. 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.

C. If a dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 3 (DPA) of the grievance procedure shall be final and not subject to the arbitration clause of this Agreement.

6.12 Unpaid Leave of Absence

A. A leave of absence shall not be granted under this Section to any employee who is accepting another position in State service or who is leaving State service to enter other employment except as herein provided; or who does not intend to, nor can reasonably be expected to, return to State service on or before the expiration of the leave.

B. An appointing power may grant a leave of absence without pay:

1. To any employee for a period not to exceed 30 calendar days;

2. To an employee who has permanent status and since that permanent status has had no break in continuity of State service due to permanent separation or a probationer who has completed six months or service in a class having a longer probationary period, or a probationer who was prevented from completing the probationary period because of entry into the military service of the United States.

C. The reason for the leave may be:

1. To attend school or college or to enter training to improve the quality of employee's service.

2. Temporary incapacity due to illness or injury.

3. 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. For some other reason equally satisfactory as determined by the appointing power.

D. Termination: A leave of absence is terminated by:

1. Expiration of the term.

2. Revocation by the appointing power with the approval of the Director of the Department of Personnel Administration or by the Director with the approval of the appointing power and by receipt by the employee of written notice of such revocation at least 15 days prior to the effective day of the revocation.

3. Cancellation by the employee with the approval of the appointing power.

E. Procedure: An employee shall not be entitled to a leave of absence as a matter of right except for service in the recognized military service or education for which the employee is eligible because of military service or for pregnancy, childbirth or the recovery therefrom. Upon receipt of a request for leave of absence for any other reason signed by the employee and stating with particularity the reason for the leave, the appointing power may either approve or disapprove the request. The appointing power shall obtain the approval of the Director prior to the effective date of the leave of absence if the request for leave of absence is for service in a foreign county in a technical cooperation program.

F. Reinstatement: A report of the reinstatement of an employee upon return from a leave of absence shall be made immediately by the appointing power to the Director of the Department of Personnel Administration. At the same time, the appointing power shall file with the Department a notice of separation of the employee who filled the position during the absence of the employee on leave.

G. Informal Leave of Absence (Dock): The appointing power may grant an informal leave of absence without pay for a period not to exceed 11 working days in a 22-day pay period or 10 working days in a 21-day pay period or 11 consecutive working days between pay periods. A holiday is counted as a working day. The appointing power shall not grant paid absences to break the continuity of a leave of absence without pay.

6.13 Family and Medical Leave Act (FMLA)

A. 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 and the California Family Rights Act (CFRA) referred to collectively as "FMLA." As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, parent, spouse or domestic partner (as defined in Family Code section 297), or a parent who has a serious health condition, and/or for the birth or adoption of a child.

B. For the purposes of providing 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 6.9 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 an FMLA leave will be administered in accordance with Sections 6.9 and 6.4 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 6.9 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, or with unpaid leave, at the employee's discretion. Except in accordance with Section 6.9 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

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

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) of 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 6 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year.

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

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

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

I. The State and the Union recognize amendments to the Family and medical Leave Act and the California Family Rights Act (CFRA) may happen during the duration of the contract. In the event of an amendment, the State shall comply with the changes. Changes are subject to the entire agreement clause.

6.14 Work and Family Participation

A. Family School Partnership Act

1. Upon reasonable notice to the employer, an employee shall be permitted to use up to eight (8) hours per month, but not exceeding forty (40) hours per calendar year, of accrued leave credits (annual leave, vacation, personal holiday, holiday credit or CTO) for the purpose of attending school or preschool activities in which the employee's child is participating.

2. An employee's leave request shall be in accordance with the appropriate departmental procedures.

B. Family Activity

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

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

3. In this Subsection and Subsection A above, the word "child" is defined as the employee's son, daughter or any child to whom the employee stands in loco parentis.

C. Family Crisis

1. 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. marriage counseling, family or parenting conflict management, family court appearances, family care urgent matters an/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

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

3. If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 6.13 of this Contract (Family and Medical Leave Act).

4. 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.

5. 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.

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

6.15 Personal Leave Program 2010

A) Effective with the beginning of the first pay period following ratification, bargaining unit employees shall be subject to a Personal Leave Program (PLP 2010). This program shall remain in effect for twelve (12) months in the manner outlined below:

1. Each full time employee subject to paragraph (B) who is paid semi-monthly, shall be credited with four (4) hours of Personal Leave on the first day of the semi-

monthly pay period. This leave shall be posted once a month to the employee's PLP 2010 leave balance.

2. Salary rates and salary ranges shall remain unchanged; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to one half day of pay (4 hours) for each semi-monthly pay period the employee is in the PLP 2010. This means, for example, in a semi-monthly pay period with 11 work days, each employee shall work and/or be on paid leave status (sick leave, vacation, holiday, jury duty, etc.) for 11 work days and receive a salary equivalent to payment of 10.5 work days.

3. The use of the PLP 2010 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2010 time is scheduled and taken prior to separation from State service. PLP 2010 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2010 time must be submitted in accordance with departmental policies on vacation/annual leave. This leave must be used prior to the use of vacation, annual leave and any other leave except furlough and sick leave. At the employee's option, they may use PLP in lieu of sick leave. Appointing powers may schedule employees to take PLP 2010 time off to meet the intent of this section. PLP 2010 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 6 (Leaves and Holidays).

4. PLP 2010 time shall have no cash value and may not be cashed out. Employees have until separation from State service to use all PLP 2010 time. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2010.

B) The PLP 2010 program shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the Flex-Elect cash option.

C) Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2010 and shall be based on the unchanged salary rate.

D) Service calculation for purposes of retirement allowances for employees participating in the PLP 2010 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.

E) The PLP 2010 reduction shall not affect transfer determinations between state civil service classifications.

F) Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis consistent with their time base.

G) Disputes regarding the denial of the use of PLP 2010 time may be appealed using the grievance procedure. The decision by the Department of Personnel Administration shall be final and there may be no further appeals.

H) All Permanent Intermittent employees salary shall be subject to the proration of salary and PLP 2010 credits pursuant to the chart below:

Hours Worked during Pay Period			Salary Reduction In Hours	PLP 2010 Credit
0	-	10.9	0	0
11	-	30.9	1	1
31	-	50.9	2	2
51	-	70.9	3	3
71	-	90.9	4	4
91	-	110.9	5	5
111	-	130.9	6	6
131	-	150.9	7	7
151	or	over	8	8

I) Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP 2010 for that month.

ARTICLE 7 - BENEFITS

7.1 Consolidated Benefits (CoBen) Program

A. Program Description

1. CoBen Allowance Amounts

a. On the first day of the pay period following Union ratification of this agreement and upon approval of funding 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.

(1) The State shall contribute $441 per month for coverage of an eligible employee. (Party code one)

(2) The State shall contribute $865 per month for coverage of an eligible employee plus one dependent. (Party code two)

(3) The State shall contribute $1,134 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

2. Upon approval of funding by the Legislature and ratification by the Union, and effective no sooner than January 1, 2011, the employer health benefits contribution for each employee shall be a flat dollar amount equal to 80 percent 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, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to 80 percent 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 dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both sides.

3. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two-year vesting schedule for the employer health contribution for dependents as follows.

   a) 50% of the normal employer dependent portion of the contribution upon initial enrollment;

   b) 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and

   c) 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service.

   The employer dependent contribution amounts shall be established by DPA each year at the same time that the normal employer health contributions are established. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties.

   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 of the month.

4. Enrollment Options

   Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's contribution will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

   a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the allowance amount.

   b. If the employee declines a health benefit plan administered or approved by CalPERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources, the employee will receive $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. Permanent Intermittent (PI) employees shall be able to participate only in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.

e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed $130 per month. The State will pay the premium cost of the dental plan and vision plan. Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum contribution 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.

B. Health Benefits

1. Employee Eligibility

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

2. Permanent Intermittent Employees

a. Initial Eligibility -- A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. For purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

b. Continuing Eligibility -- To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

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 who have been defined and certified with the Secretary of State’s Office in accordance with Family Code section 297.

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

C. Dental Benefits

1. Contribution

   The employer contribution for dental benefits shall be included in the Consolidated Benefits allowance as specified in Section A (1).

2. Employee Eligibility

   Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Subsection B (1) and (2).

3. Family Member Eligibility

   Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Subsection B (3).

D. Vision Benefits

1. Program Description

   The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution for the vision benefit shall be included in the Consolidated Benefits allowance as specified in Section A (1). The vision benefit provided by the State shall have an employee copayment of $10 for the comprehensive annual eye examination and $25 for materials.

2. Employee Eligibility

   Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection B (1) and B (2).

3. Family Member Eligibility

   Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection B (3).

7.2 Pre-Tax of Health/Dental Premiums Costs

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

7.3 Rural Subsidy Program

The State and the Union agree that the provisions of this Section shall not extend beyond the sunset date of the Rural Health Care Equity Program (RHCEP), as defined in Government Code 22877.

Should future legislation be chaptered that provides funding for the RHCEP, the state agrees to meet and confer to discuss implementation of the legislation.

7.4 Joint Labor/Management Benefits Committee

The State and CAPT agree to establish a Joint Labor/Management Benefits Committee. The committee shall consist of an equal number of labor and management representatives. The committee shall be advisory in nature. The purpose of the committee shall be to provide policy advice and recommendations on the health benefits program to the California Public Employees' Retirement System (CalPERS) and on the dental, vision, employee assistance, and legal services benefits to the Department of Personnel Administration (DPA). This committee will not provide advice on the Worksite Health Promotion or Savings Plus Deferred Compensation programs.

CAPT shall be entitled to one (1) representative who is qualified to provide policy advice and to commit his/her organization to a course of action decided by the committee. An appropriate number of management representatives shall be appointed by DPA.

Meetings shall be scheduled at least quarterly, and a specific agenda of issues to be discussed will be developed and distributed in advance of each meeting. Additional meetings may be scheduled on an as-needed basis.

The committee shall be co-chaired by a labor representative selected by union committee members and a management representative appointed by DPA.

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

The State and the Union agree to support development of new coverage group types by the California Public Employees' Retirement System which may include a coverage code for State employee, single parent/child(ren) enrollments under the Public Employees' Medical and Hospital Care Act.

7.5 Flexible Benefit (FlexElect) Program

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

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

C. Employees who meet the above eligibility criteria will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under FlexElect.

7.6 Continuation of Flexible Benefits Election

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

7.7 Non-Industrial Disability Insurance (NDI)

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

B. Eligible employees shall receive NDI payments at 60% of their full pay, not to exceed $135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.

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

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

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

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

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

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

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

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

7.8 Enhanced Non-Industrial Disability Insurance (ENDI) - Annual Leave

A. This ENDI provision is applicable only to employees participating in the annual leave program referenced in Section 6.3.

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

C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless he/she has returned to his/her regular time base, and worked for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

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

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

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

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

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

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

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

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

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

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

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with Section 7.7.

7.9 Industrial Disability Leave (IDL)

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with Section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.

C. In the event the disability exceeds 22 work days, the employee will receive 66 and 2/3% of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL payments shall be allowed after two years from the first day (i.e., date) of disability.

D. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

E. Temporary Disability (TD) with supplementation, as provided in Government Code Section 19863, will no longer be available to any State employee who is a member of either the CalPERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two year period.

F. If the employee remains disabled after the IDL benefit is exhausted, the employee will be eligible to receive Temporary Disability benefits as provided in the Labor Code.

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

H. All appeals of an employee's denial of IDL benefits shall follow only 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.

I. A dispute on whether an injury is job related may be grievable to the 2nd step of the grievance procedure. This procedure shall not apply to SCIF determinations.

J. If the IDL benefits are to be terminated, the employee shall be notified by letter and advised as to the status of his/her health, retirement and miscellaneous deductions.

K. All checks issued pursuant to this Section from the facility revolving fund shall have an explanation as to the monies received and pay periods covered.

L. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury.

M. The employer will comply with the notice requirements specified in the Labor Code. All disputes relating to notice requirements under the Labor Code are not grievable or arbitrable.

N. Within five (5) work days after denial of IDL, the Health and Safety Officer shall provide the injured employee written notice of the reason for the denial.

O. Claims for IDL benefits must be filed within one year from the date of the incident causing the injury.

P. An employee who is required to undergo a medical examination in accordance with GC 19253.5 may request that the employer provide a copy of the medical report to a physician designated by the employee. This provision may not be subject to the grievance, arbitration, complaint or any other appeal procedure.

Q. Appeals with respect to medical examinations in accordance with GC 19253.5 may be filed with the State Personnel Board.

R. The State shall make reasonable effort to assign employees returning from industrial disability leave to the shift and days off they had prior to going on industrial disability leave.

7.10 Enhanced Industrial Disability Leave (EIDL)

A. An employee who loses the ability to work as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive patient/client or inmate/ward, except that the Department Director may waive these preceding restrictions. An employee who is determined to be eligible for EIDL shall receive EIDL benefits from the first full day of absence.

B. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, or other injury as determined by the department director or designee. The benefit shall not be applied to either presumptive illnesses, stress-related disabilities or physical disabilities having mental origins.

C. The final decision as to whether an employee is eligible for, or continues to be eligible for, EIDL shall rest with the department director or designee. The department may periodically review the employee's condition to determine an employee's continued eligibility for EIDL.

D. This Section relating to EIDL is grievable only through the second step of the grievance procedure as the final step of appeal and is not subject to the arbitration procedure of this Agreement.

E. EIDL eligibility and benefits may not exceed 52 weeks (365 calendar days) within two years of the first day of lost time. The employee's full gross salary is reduced by the amount of federal and state income tax and OASDI or Medicare to establish the "EIDL reduced gross." The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take-home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administrative charge, tax sheltered annuity or Flex-Elect will not be withheld from EIDL payments. EIDL payments will be reported in accordance with applicable tax law and Internal Revenue Service rules and regulations.

F. EIDL shall continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has benefits remaining and at least one of the following conditions exists:

1. The employee is declared a "qualified injured worker" and is eligible for and agrees to participate in vocational rehabilitation.

2. The employee has initiated the disability retirement process.

G. If the EIDL benefits are to be terminated, the employee shall be notified by letter and be advised as to the status of his/her health, retirement and miscellaneous deductions.

H. All checks issued pursuant to this Section from the facility revolving fund shall have an explanation as to the monies received and pay periods covered.

I. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury.

J. The employer will comply with the notice requirements specified in the Labor Code. All disputes relating to notice requirements under the Labor Code are not grievable or arbitrable.

K. Within five (5) days after denial of IDL or EIDL, the Health and Safety Officer shall provide the injured employee written notice of the reason for denial.

L. Claims for EIDL benefits must be filed within one year from the date of the incident causing the injury.

M. The State shall make reasonable effort to assign employees returning from enhanced industrial disability leave to the shift and days off they had prior to going on enhanced industrial disability leave.

7.11 Overtime Meal Allowance

A. The State shall provide employees with a meal allowance, meal ticket, or provide the opportunity for a facility-prepared meal when the employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift. For the meal expense incurred on the date the overtime was worked, the Department will reimburse up to $7.50. To receive meal allowance reimbursement, receipts must be submitted within 30 days of the date the overtime meal was authorized.

B. Should management be unable to provide a complete meal, an employee will be provided a meal allowance as stated above.

C. The meal ticket shall be used / submitted within 30 calendar days of the issue date recorded on the meal ticket. Employees issued meal tickets shall use a meal ticket as provided below:

1. The employee may choose to use the meal ticket to purchase food at an eating place (ie: snack bar, canteen, cafeteria) designated by the facility. The meal ticket is good for a food purchase not to exceed $7.50. Any amount over $7.50 shall be paid by the employee. No change/refund shall be provided to the employee should the full $7.50 not be spent on one purchase. The use of the meal ticket to purchase food shall constitute full and complete reimbursement.

Or

2. The meal ticket may be submitted by attaching the ticket to a State Travel Expense Claim form and submitting it for reimbursement.

7.12 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of $25 or more requires a receipt; receipts may be required for items of expense that are less than $25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses. Each State agency shall determine the necessity for and method of travel.

A. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. 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. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs 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.....$6.00

   Lunch ….....10.00

   Dinner ….....18.00

   Incidentals (every full 24 hours of travel) 6.00

   TOTAL….....$40.00

2. Timeframes

   For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum allowance for each meal, incidental, and lodging expense for each complete 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 24 hours or more:

   Trip begins at or before 6 am .....Breakfast may be claimed

   Trip begins at or before 11 am .....Lunch may be claimed

   Trip begins at or before 5 pm .....Dinner may be claimed

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

   Trip ends at or after 8 am.....Breakfast may be claimed

   Trip ends at or after 2 pm .....Lunch may be claimed

   Trip ends at or after 7 pm .....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 24-hour period.

   For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses as follows:

   (a) Travel begins at or before 6 am and ends at or after 9 am: Breakfast may be claimed.

(b) Travel begins at or before 4 pm and ends at or after 7pm: Dinner may be claimed.

(c) If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

B. Lodging

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

1. Regular State Business Travel

   a. Statewide, in all locations not listed in (b) and (c) below, for receipted lodging while on travel status to conduct State business, reimbursement will be for actual receipted lodging up to $84 plus applicable taxes.

   b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging up to $110 plus applicable taxes.

   c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging up to $140 plus applicable taxes.

2. State-Sponsored Conferences or Conventions

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

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

3. Non-state Sponsored Conferences or Conventions

   For receipted lodging while attending non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

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

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel

Reimbursement for long-term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel

   In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

   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 $200 per month. The employee on full long-term travel who is living at the long-term location may claim either:

      (1) Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of $1130 per calendar month while on the long-term assignment, and actual expenses up to $10.00 for meals and incidentals, for each period of 12 to 24 hours and up to $5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

      (2) Long-term subsistence rates of $24.00 for actual meals and incidentals and $24.00 for receipted lodging for travel of 12 hours up to 24 hours; either $24.00 for actual meals or $24.00 for receipted lodging for travel less than 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 $12.00 for actual meals and incidentals and $12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either $12.00 for actual meals or $12.00 for receipted lodging for travel less than 12 hours at the long-term location.

D. Out-of-State Travel

For short-term out-of-state travel, employees will be reimbursed for actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with the 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, employees will be reimbursed for actual lodging, substantiated by a receipt, and will be reimbursed for 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 DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for 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. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the state.

1. Mileage Reimbursement

   a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR).

   b. 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.

   c. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles

   Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from reimbursement at the Federal Standard Mileage Rate (FSMR), with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage

   When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a common carrier

   When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. Receipts

Receipts or vouchers shall be submitted for every item of expense of $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 $10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, telegraph, tax or other business charges related to State business of $5.00 of 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.

7.13 Client Escort Reimbursement

Bargaining Unit 18 employees who are required by management to escort clients or patients to court or community activities are entitled to reimbursement for allowable expenses as defined in Section 7.12. The 50-mile radius requirement in Section 7.12 does not apply to this Section.

7.14 Replacement of Damaged Personal Clothing and/or Articles

A. Employees shall be reimbursed for personal clothing and/or articles required to be worn or carried by the employee which are damaged beyond repair during the course of an employee's assigned duties. The employee shall be reimbursed for clothing and/or articles within 14 days from the time he/she submitted proof of replacement.

   The State will not reimburse employees for damaged clothing and/or articles if the damage is caused by the employee's carelessness or negligence. Employees shall exercise good judgment in the type and cost of personal clothing, articles and glasses worn while performing his/her duties. Based on current prices for actual value of compensable clothing or articles, the State will pay the appropriate amount of reimbursement.

B. In the event that an employee's glasses are damaged beyond repair in the performance of his/her duties, the employee shall be allowed to provide a valid written estimate of the amount required to replace the glasses. This estimate shall be based on current prices for actual value of compensable glasses. If approved, the State will advance to the employee this amount for replacement of the glasses.

   The employee shall provide a valid receipt within 45 days of the date of the advance. Should the employee fail to provide an acceptable receipt, the State may deduct the amount advanced from the employee's pay.

7.15 License Renewal Fees

A. The State agrees to reimburse employees who are required to maintain a license as a condition of employment, in their class, for the actual costs of license renewal fees. If the employee is working less than full-time, the license fee reimbursement shall be pro-rated. The classes covered by this provision are as follows:

   Senior Psychiatric Technician

   Senior Psychiatric Technician (Safety)

   Psychiatric Technician

   Psychiatric Technician (Safety)

   Child Care Practitioner

   Developmental Specialist

   Developmental Specialist (Safety)

   Psychiatric Technician Instructor

B. The State agrees to pay for the Certified Nurse Assistant (CNA) certificate required of the following classes as proof of competency to perform direct care duties in a facility. Payment will be $15.00 for a first-time certificate and $20.00 for renewal thereafter.

Psychiatric Technician Assistant

Psychiatric Technician Assistant (Safety)

C. For Psychiatric Technician Apprentices, the State will pay the additional expense of registration fee, if required by the Division of Apprenticeship Standards. Payment will be no more than $40.00 per Fiscal Year.

D. Employees requesting license renewal reimbursement shall complete in triplicate a Standard 262 Claim Form (Travel Expense Claim) and include the following information: social security number; department and work location; and, time base (full time, part time, etc).

7.16 State-Owned Housing Rental Rates

A. Departments may raise rental rates by 25% annually.

B. Departments may raise utility rates by up to 8% annually.

C. The rental of State housing shall not be a condition of employment.

D. Should the departments elect to use State-owned housing for recruitment purposes, they may decide upon a reduced rental rate to be charged a given occupant for a period of up to 6 months.

E. When an employee vacates State-owned housing, the State may raise rents for the housing up to the Fair Market Value.

F. Nothing in this Agreement shall supersede any rights that may otherwise be guaranteed to employees under applicable tenant laws or applicable OSHA standards.

G. Employee-tenants who have complaints about the condition of the dwelling they rent may file a Housing Grievance through the following process:

1. Step 1 -- The complaint shall be reduced to writing on the form provided by the State and submitted to the Chief of Plant Operations (CPO). Within 14 calendar days, the CPO or designee will investigate and respond to the matter in writing. If the tenant is not satisfied with the decision rendered at the first step, he/she may appeal the decision to the facility director within 14 calendar days.

2. Step 2 -- The facility director or designee will make an effort to meet with the grievant to review the matter and will respond to the matter in writing within 21 calendar days. If the tenant is not satisfied with the decision rendered at the second step, he/she may appeal the decision to the department director within 21 calendar days.

3. Step 3 -- The department director or designee will review and respond to the matter within 30 calendar days. If the tenant is not satisfied with the decision rendered at the third step, he/she may appeal the decision to the Director of the Department of Personnel Administration within 30 calendar days.

4. Step 4 -- The Director of the Department of Personnel Administration will review the decision rendered by the department and representative within 30 calendar days.

5. Step 5 -- The employee retains all rights to representation pursuant to Ralph C. Dills Act throughout this process.

H. Employees must be notified no less than sixty (60) days prior to any rent or utility rate increases.

I. An employee who rents State housing may cash out accrued CTO up to a net amount equivalent to that month's rent and utility charges.

J. With the exception of provisions F and G above, all provisions of this Section are subject to the grievance and arbitration procedures.

K. Employees currently occupying State housing who have a legally binding lease with a fixed rental rate will not have their rents or utility charges adjusted until allowed under the lease.

7.17 Education and Training

A. The State shall offer in-service training programs which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Offerings may be limited by availability of funds.

B. Required Training (In-service/Out-service)

1. The State agrees to reimburse employees for expenses incurred as a result of completing training or education courses required by a department. Reimbursements 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 the Business and Travel Expense Section of this Agreement.

2. Employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.

3. Employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

C. Other Training (In-Service/Out-Service)

Upon completion of an authorized training or education course, a department may reimburse an employee for up to 50% of course required books and tuition. Employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.

D. Educational Leave

1. Unpaid Educational Leave

   Applications for unpaid educational leave shall be accepted on an annual basis. To be eligible for unpaid educational leave, the full-time employee must be employed before October 1 of the year prior to the year in question. If he/she is employed on or after October 1, he/she may be scheduled for educational leave in the following year. A full-time employee who does not apply for educational leave waives it for that year. The State may require a report from the employee on unpaid educational leave describing the activities involved.

2. Paid Educational Leave

   a. An employee may request special paid leave at straight-time hourly rate which may be granted employees for educational purposes which will benefit the State by adding to or strengthening employee skills or knowledge and to allow employees to attend approved conferences, professional meetings and workshops.

   b. The employer may require a report from the employee on paid educational leave describing the activities involved.

E. Where possible and efficient, mandated in-service training will be provided to employees on their respective shift or hours contiguous to this shift.

F. PTA 20/20 Program

1. The State shall maintain a joint Labor/Management Committee with the express purpose of establishing and monitoring 20/20 programs in the Department of Developmental Services (DDS), the Department of Mental Health (DMH) and the Department of Corrections and Rehabilitation (CDCR).

2. The committee shall consist of four (4) designees of the Association and four (4) designees of the State. Employees shall suffer no loss of compensation as a result in participating in the Labor/Management Committee meetings. This committee shall have its first meeting within 60 days of ratification of this agreement.

3. Six (6) million dollars was designated for funding of 20/20 Programs within the DMH and DDS beginning with the 07/08 Fiscal Year. Five (5) Hundred Thousand of this shall be utilized specifically for a preparatory segment to ensure that candidates are ready to pass the BVNPT licensing examination.

   a. The committee shall convene within 30 days regarding this new 20/20 funding. The committee shall create the Policy and Procedures that will maintain a monthly accounting of the funding expense, participations, participant enrollment, and successful pass rate information. These records will be used to support the continuation of the 20/20 Program funding, which is critical to the departments staffing needs.

b. DMH and DDS will provide the committee a proposal outlining the departmental funding needs, including a plan to ensure compliance with the tracking/reporting requirements. The committee shall determine the DMH/DDS funding distribution and will maintain the reporting information as necessary. DMH/DDS shall maintain tracking and accountability of the funding designated by the committee.

c. Psychiatric Technician Assistant qualified candidates shall be interviewed by a panel appointment by management. The designated CAPT Facility Representative shall have one seat on the panel. The most qualified candidate(s) will be offered the first opportunity to enroll in the departmental 20/20 program.

d. Funds for this program shall be made available to DMH/DDS such that they can be encumbered over multiple budget years to ensure that the individual 20/20 sponsorships/programs established or began on or before June 30 of each year are funded to completion.

4. Each of the 20/20 programs shall be a maximum of twelve (12) months in length and the amount of the 20/20 time utilized by each selected employee will depend on the type of education/training programs available.

G. Educational Reimbursement Program

When a newly licensed Psychiatric Technician (PT) successfully completes his/her initial probationary period (12 months), he/she shall be entitled to a one-time payment of $840 for reimbursement of tuition, books and fees required to obtain licensure.

In order to be eligible for this reimbursement, the employee must be appointed to a State Psychiatric technician position no more than 12 months from receipt of an initial Psychiatric Technician license.

H. Professional Development Days

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 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. This agreement expires on July 1, 2012.

7.18 Continuing Education

The State agrees to meet with CAPT representatives at each facility to discuss continuing education requirements for Psychiatric Technicians recognized by the Board of Vocational Nursing and Psychiatric Technicians (BVNPT) regarding:

A. The certification of existing in-service course work that would qualify for continuing education credit.

At such times as the BVNPT implements continuing education requirements for Unit 18 employees, the State agrees to meet with CAPT representatives at each facility to discuss:

A. The certification of existing in-service course work.

B. The addition of new certified course work.

C. The administrative procedures for securing leave time to take such courses.

In addition, the implementation of continuing education may be discussed on a statewide basis through the Labor/Management Committee specified in Section 11.2 of this Agreement.

7.19 Transportation Incentives and Parking Rates

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

B. Employees working in areas served by mass transit, including rail, bus or other commercial transportation licensed for public conveyance, shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of $65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of $65 a month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit, including required receipts and certification of expenses.

C. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of $65 a month. In lieu of the vanpool rider reimbursement, the State shall provide $100 per month to each State employee who is the primary vanpool driver who meets the eligibility criteria and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. For the term of this Agreement, the parties agree that the State may increase parking rates in existing owned or leased lots in urban congested areas at an amount not to exceed twenty-five dollars ($25) per month above the current rate charged to employees in the specific locations where they park. Congested areas are such as the Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside and San Diego areas. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

E. The State shall continue a system for employees where parking fees are paid with pre-tax dollars.

F. Notwithstanding any other provision of this Agreement, CAPT agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, telecommuting programs and 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.

G. Unit 18 employees working at a twenty-four (24) hour level of care facility within the Departments of Developmental Services, Mental Health and Corrections and Rehabilitation shall not be required to pay a parking fee for parking on facility grounds.

7.20 Long-Term Care Insurance Plan

Unit 18 employees are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

7.21 Legal Services Plan

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

ARTICLE 8 - RETIREMENT PROVISIONS

8.1 Second Tier Retirement Plan

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

8.2 Sick Leave Credit Upon Retirement

A. A State member of the California Public Employees' Retirement System (CalPERS) whose effective date of retirement is within four (4) months of separation from employment with the employer which granted the sick leave credit shall be credited at his/her retirement with 0.004 year of service credit for each unused day of sick leave certified to CalPERS by the employer.

B. Until receipt of certification from an employer concerning unused sick leave, CalPERS may pay an estimated allowance pursuant to this Section. At the time of receipt of such certification, the allowance shall be adjusted to reflect any necessary changes.

8.3 Survivors' Benefits

A. Unit 18 employees who are members of the California Public Employees' Retirement System (CalPERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this Section.

B. The contribution for employees covered under this new level of benefits will be $2 per month as long as the combined employee and employer cost for this program is $4 per month or less per covered member. If the total cost of this program exceeds $4 per month per member, the employee and employer shall share equally the cost in excess of $4 per month. The rate of contribution for the State will be determined by the CalPERS board. The survivors' benefits are detailed in the following schedule:

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

   2. A spouse with one eligible child, or two eligible children not in the care of the spouse -- $1,500.

   3. Upon reaching age 62, a spouse who had no eligible children at the time of the employee's death, or one eligible child not in the care of the spouse -- $750.

8.4 Employer-Paid Employee Retirement Contributions

The purpose of this Section 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 the bargaining unit. Pursuant to Section 414 (h) (2), contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

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

A. Definitions

Unless the context otherwise requires, the definitions in this Section govern the construction of this Section.

1. "Employees" -- The term "employees" shall mean those employees of the State of California in Bargaining Unit 18 who make employee contributions to the CalPERS retirement system.

2. "Employee Contributions" -- The term "employee contributions" shall mean those contributions to the CalPERS retirement system which are deducted from the salary of employees and credited to individual employee's accounts.

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

4. "Gross Income" -- The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 18 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

5. "Retirement System" -- The term "retirement system" shall mean the CalPERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code section 20000, et seq.).

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

B. Pick up of employee contributions

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

2. Employee contributions made under Subsection A above shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Subsection A above shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

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

C. Wage adjustment

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

D. Limitations to operability

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

E. Non-arbitrability

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

8.5 Items Excluded from Compensation for Retirement Purposes

The parties agree that sustained superior accomplishment awards shall not be considered as compensation for retirement purposes.

8.6 First Tier Retirement Formula (2% at age 55) and New First Tier Retirement Formula (2% at age 60)

A. The Union and the State agree to support legislation that provides the following changes to the retirement formula and employee retirement contributions.

Effective with the pay period following legislative ratification, First Tier retirement members first employed by the state and qualify for CalPERS membership would be subject to the “New 2010 First Tier Retirement Formula.” The New 2010 retirement formula would not apply to:

- Former state employees who return to state employment on or after the pay period following legislative ratification.
- State employees hired prior to the pay period following legislative ratification who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence who return to active employment on or after the pay period following legislative ratification.
- Persons who are already members or annuitants of the California Public Employees Retirement System.
- Persons excluded from CalPERS membership.

B. The following table lists the current and New 2010 First Tier age/benefit factors.

Age at Retirement	Current Factors (2% at age 55)	New 2010 Factors (2% at age 60)
50	1.100	1.092
51	1.280	1.156
52	1.460	1.224
53	1.640	1.296
54	1.820	1.376
55	2.000	1.460
56	2.063	1.552
57	2.125	1.650
58	2.188	1.758
59	2.250	1.874
60	2.313	2.000
61	2.375	2.134
62	2.438	2.272
63 and over	2.500	2.418

The Government Code section implementing this enhancement specifies factors for attained quarter ages, such as 52¾. The retirement quarter factors also apply to past service that is credited under the First Tier, New 2010 First Tier, and the Modified First Tier.

C. Miscellaneous and Industrial members shall contribute an additional five percent (5%) pension contribution. Effective the pay period following ratification, miscellaneous and Industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to Social Security shall contribute ten percent (10%) of monthly compensation in excess of $513 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to Social Security shall contribute eleven percent (11%) of monthly compensation in excess of $317 for retirement. The additional five percent (5%) employee contribution shall offset the State's contribution beginning with the pay period following the legislative ratification of the agreement by the membership and Legislature.

D. New employees hired on or after the pay period following legislative ratification, will be subject to the 2% at age 60 retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to the pay period following legislative ratification will remain subject to the 2% at age 55 retirement formula. Employees in employment prior to January 1, 2007, will remain subject to the 2% at age 55 retirement formula with retirement benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

E. The State and Union agree to support legislation that changes the employee retirement contributions for Miscellaneous and Industrial members effective the pay period following legislative ratification. The State and Union also agree to support legislation that changes the retirement formula for New Miscellaneous and Industrial members hired on or after the pay period following legislative ratification, inclusive of those in the Alternate Retirement plan.

8.7 Safety Member Retirement Formula (2.5% at age 55) and New 2010 Retirement Formula

A. The Union and the State agree to support legislation that provides the following changes to the retirement formula and employee retirement contributions.

Effective the pay period following legislative ratification, state safety retirement members first employed by the state and qualify for membership would be subject to the "New 2010 State Safety Retirement Formula." The New 2010 retirement formula would not apply to:

- Former state employees who return to state employment on or after the pay period following legislative ratification.
- State employees hired prior to the pay period following legislative ratification who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence who return to active employment on or after the pay period following legislative ratification.
- Persons who are already members or annuitants of the California Public Employees Retirement System.
- Persons excluded from CalPERS membership.

B. The table below lists the current and New 2010 State Safety age/benefit factors.

Age at Retirement	Current Factors (2.5% at age 55)	New 2010 Factors (2% at age 55 up to 2.5% at age 60)
50	1.700	1.426
51	1.800	1.522
52	1.900	1.628
53	2.000	1.742
54	2.250	1.866
55 and over	2.500	2.000
56	N/A	2.100
57	N/A	2.200
58	N/A	2.300
59	N/A	2.400
60 and over	N/A	2.500

C. State Safety members shall contribute an additional five percent (5%) pension contribution. Effective the pay period following legislative ratification, State Safety members shall contribute eleven percent (11%) of monthly compensation in excess of $317 for retirement. The additional five percent (5%) employee contribution shall offset the State's contribution beginning with the pay period following the legislative ratification of the agreement by the membership and the Legislature.

D. New employees hired on or after the pay period following legislative ratification, will be subject to the 2% at age 55 retirement formula with retirement benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment preceding retirement. Employees employed prior to the pay period following legislative ratification, will remain subject to the 2.5% at age 55 retirement formula. Employees in employment prior to January 1, 2007, will remain subject to

the 2.5% at age 55 retirement formula with benefits based on the highest average monthly pay rate during the twelve (12) months of employment preceding retirement.

E. The State and Union agree to support legislation that changes the employee retirement contributions for State Safety members effective the pay period following legislative ratification. The State and Union also agree to support legislation that changes the retirement formula for new State Safety Members hired on or after the pay period following legislative ratification.

F. Once the forensic client population reaches fifty percent (50%) of the total population at Porterville Developmental Center (PDC), the parties to this agreement shall meet and confer for the purpose of implementing safety retirement for all PDC employees who are in the miscellaneous retirement category.

8.8 Safety Retirement - Department of Developmental Services

A. Bargaining Unit 18 employees working for the Department of Developmental Services who meet the criteria for Safety Retirement as provided in Government Code sections 18717, 19816.20 and 20405.1 will be given the option to either remain in their current retirement category or move to safety retirement when their eligibility is established by the Department of Personnel Administration.

B. Service in Bargaining Unit 18 prior to the effective date of this change shall remain credited under the miscellaneous retirement formula. However, service in another position or department which is defined as state safety service shall be creditable as provided by Section 20068 of the Government Code.

C. CAPT understands and agrees that the State may establish new classifications necessary to implement this provision.

D. The State agrees to conduct a “Safety Study” at the Department of Developmental Services Northern California (Sierra Vista) and Southern California (Canyon Springs) Community Facilities to determine whether Unit 18 employees qualify for state safety membership under the California Public Employees’ Retirement System pursuant to the Government Code section 19816.20. If the study determines they meet the Government Code Criteria, then the employees will be moved prospectively into the Safety category as defined in B above.

8.9 First Tier Retirement Eligibility for Employees in Second Tier Retirement

CAPT and the State continue to support the option for employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier.

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

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

8.10 Industrial Disability Retirement

Industrial Disability and Special Death Benefits for Bargaining Unit 18 employees at Porterville Developmental Center are specified in Government Code section 20047.5 which reads as follows:

> 20047.5. "Industrial," with respect to state miscellaneous members, means death or disability on or after January 1, 2002, resulting from an injury that is a direct consequence of a violent act perpetrated on his or her person by a patient or client of the State Department of Developmental Services, at Porterville Developmental Center if both of the following apply:
>
> (a) The member either (1) was performing his or her duties within a treatment ward at the time of the injury, or (2) was not within a treatment ward but was acting within the scope of his or her employment at the hospital and is regularly and substantially as part of his or her duties in contact with the patients or clients.
>
> (b) The member, at the time of injury, was either (1) employed in a state bargaining unit for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this Section, (2) excluded from the definition of "state employee" in subdivision (c) of Section 3513, or (3) a non-elected officer or employee of the executive branch of government who was not a member of the civil service.
>
> (c) Effective July 1, 2006, Unit 18 employees at Sierra Vista and Canyon Springs shall be covered by Industrial Disability and Special Death Benefits pursuant to the provisions of Government Code section 20047.5.

8.11 Alternate Retirement Program

Effective August 11, 2004, CAPT expressly agreed and acknowledged that new employees in all Unit 18 classifications are subject to the terms of the Alternative Retirement Program as specified in SB 1105.

8.12 CalPERS Legislation

To help ensure the sustained funding and solvency of the retirement system and payment of future retirement benefits for this bargaining unit, the Union agrees that it will not oppose legislation that requires CalPERS use supportable assumptions and data and that those should be evaluated by another party agreeable to DPA and the Union.

The Governor proposes legislation to: (1) require the CalPERS Chief Actuary to submit a report that in plain language describes (i) the investment return it assumes for projecting contributions and liabilities, (ii) the market value of its assets and how that value differs from its chosen actuarial value for those assets, and (iii) contributions and liabilities based on investment return assumptions both lower and higher than the actual investment return assumption; (2) require a third party (to be determined) to evaluate this report and provide its opinion of the report to the Legislature; and (3) require the Legislature to review these reports.

ARTICLE 9 - WORKING CONDITIONS

9.1 Layoff and Reemployment

A. Application

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

B. Order of Layoff

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

C. Notice

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

D. Transfer or Demotion in Lieu of Layoff

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

E. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

F. State Service Credit for Layoff Purposes

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven 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 consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

G. Disputes

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

9.2 Post and Bid

As management determines that a Psychiatric Technician or a Psychiatric Technician Assistant position becomes available or vacant, they shall determine if it is to be filled without posting or if the position is eligible for post and bid, as provided by this Section.

Departments of Developmental Services and Mental Health

A. If management determines to fill the position without posting, it 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 management.

1. As positions become available or vacant and determinations are made by management, the excess of non-posted positions over posted positions shall not exceed two (2) at any hospital or developmental center at any time.
2. In no case shall more than 60% of the filled Psychiatric Technician or Psychiatric Assistant positions in a hospital/developmental center be held by employees through successful bids.
3. The following classifications are not subject to any of the provisions of this Section: Senior Psychiatric Technician, Psychiatric Technician Training Candidate, Psychiatric Technician Trainee, Psychiatric Technician Apprentice, Pre-Licensed Psychiatric Technician, Psychiatric Technician Student, Developmental Specialist, Child Care Practitioner.
4. When an employee receives his/her psychiatric technician license and is subsequently appointed to Psychiatric Technician, he/she shall not be considered a new hire for purposes of counting positions under this Section.
5. Employees on probationary status shall not be eligible to bid on posted positions.
6. The department shall make every effort to equitably post vacant positions by shift, for the purpose of meeting the posting ratios as defined in this provision.

B. Posted Positions

Once the above determination is made, the posting shall be 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 prepared in triplicate with the employee submitting the original to the appropriate central office, a copy to the Association, 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

1. Within fifteen (15) calendar days after the posting of the 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.
2. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 60/40 position count. These positions may be filled in accordance with Subsection A above.
3. If that position is filled or committed within sixty (60) days of withdrawal of posting under two (2), it shall not count in the 50/50 posting ratios.

E. Incentive Bid Position

1. 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.

2. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

3. An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for his/her next bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

   a. Length of super-seniority

   b. Seniority

   c. By lot

4. 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 incumbent receives super-seniority in the same manner as an employee who bids into an inventive position.

5. Employees in the same unit and shift as the posted position shall not be eligible to earn the super-seniority.

6. 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 Association with a weekly listing of "designated programs."

7. An employee in an incentive position that is deleted or altered in accordance with Subsection F. shall retain the eligibility to earn super seniority if he/she elects to remain in the altered or changed position.

8. Employee absences due to illness or injury shall not be counted after the 14th consecutive calendar day toward the one-year qualifying period to earn super-seniority.

F. Deletions and Changes

1. If a bid position is deleted the incumbent may bid on any vacant posted position.

2. 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 the change in writing.

   a. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position.

   b. 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. Involuntary 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

1. Employees who have an adverse action taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if the position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored.

2. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months if the 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.

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 positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

4. An employee shall retain his/her right to bid during an investigation of an allegation of wrongdoing.

   a. If an employee under investigation is awarded a bid position, he/she shall vacate his/her previous position.

   b. If the employee is on an administrative reassignment due to the investigation and cannot be assigned to the bid position, the assignment shall be delayed pending the outcome of the investigation.

   c. Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State.

   d. Employees who have been absolved of wrongdoing as stated above shall be moved to the awarded bid position.

J. Limits on Bid

1. An employee may not make more than one successful bid each twelve (12) months except (1) if an employee's bid position is altered and the employee elects not to stay in the position, or (2) if an employee is involuntarily transferred under the provisions in Subsection H above.

2. Exceptions to this limitation may be granted.

3. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

K. Nepotism

1. No bid shall be denied based solely on personal relationships.

2. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

   a. If such bid or position creates a nepotistic situation, notice must be given to the Association.

   b. Representatives of the Association and the State shall meet and review the situation.

   c. Assignments not in conformance with this Subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

   d. Nothing in this Subsection shall prohibit the employee and/or the Association from filing a grievance.

L. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the administration of the Post and Bid procedure. The meet and discuss will be held within thirty (30) calendar days of the request.

M. Administration

1. 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 CAPT representatives for the purpose of reviewing compliance with the Post and Bid provision.

2. At the request of the CAPT chapter president or designee, the post and bid administrator shall provide information relative to a specific post and bid request.

3. Upon request, on a semi-annual basis, the post and bid administrator at each facility shall provide CAPT a report on the status of post and bid in Unit 18. This report shall include a month by month record of all post and bid and management discretion positions, identification of positions posted, bids received and awarded and positions that received no bid.

Department of Corrections and Rehabilitation

A. Posting

1. As Psychiatric Technician positions become available or vacant, they shall first be reviewed by the State to determine whether they are part of the 60% and require posting.

2. If part of the 60%, these positions shall be posted in a prominent place or a notice of opening shall be placed in the employees' mail slots.

3. The Department shall make every effort to equitably post vacant positions by shift, for the purpose of meeting the posting ratios as defined in this provision.

4. The posting notice shall be on a form designated by the Department for this purpose and shall include the following posting criteria:

   a. Position

   b. Assignment

   c. Shift

   d. Days off

   e. Deadlines for bids submitted and to whom

5. Senior Psychiatric Technicians are not subject to the provisions of this section.

6. Employees on probationary status shall not be eligible to bid on posted position.

B. Bidding

1. Employees may bid on the position by filling out the form provided by the Department. The form must be signed and dated by the employee.

2. When an employee is awarded a bid position, he/she may not bid again for 12 months, unless his/her bid position is altered and the employee elects not to stay in the position.

C. Assignment

1. Within ten (10) days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority.

2. Assignments shall be made no later than forty-five (45) calendar days after the posting of the notice.

3. If no bids are received, management shall withdraw the bid notice and fill the vacant position by hiring, promotion, reinstatement or transfer from another facility.

D. Denial of Bid

1. Employees must maintain an acceptable overall performance rating. An acceptable overall rating is defined as a rating of standard or better in all performance categories.

2. An employee who has an adverse personnel action which related to his/her job performance may be precluded from participation for a period of twelve (12) months.

3. An employee may be removed from the posted position upon the effective date of an adverse action related to job performance.

4. 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 limitations described by his/her physician.

E. Administration

1. At each facility the Department shall designate an official who shall be responsible for the administration of the Post and Bid provision.

2. Upon request, the Post and Bid administrator shall meet periodically with CAPT representatives for the purpose of reviewing compliance with the Post and Bid provision.

3. At the request of the CAPT chapter president or designee, the post and bid administrator shall provide information relative to a specific post and bid request.

4. Upon request, on a semi-annual basis, the post and bid administrator at each facility shall provide CAPT a report on the status of post and bid in Unit 18. This report shall include a month by month record of all post and bid and management discretion positions, identification of positions posted, bids received and awarded and positions that received no bid.

9.3 Seniority

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service.

9.4 Staffing

A. The minimum adequate level of unit staffing required by the Department of Health Services is 1:8 AM, 1:8 PM, 1:16 NOC or its 24-hour equivalent. Before additional changes are made from the above ratios to a 24-hour equivalent, the State will meet and confer with the Association concerning the impact of such changes.

B. The State agrees to staff units in their respective state hospitals and developmental centers no lower than the above minimum adequate levels of staffing unless exemptions are granted by the Department of Health Services. The State shall make every effort to include a minimum of two licensed employees on the NOC shift.

C. This Section is not subject to the arbitration clause contained in Section 13.1, but in no way modifies any existing final judicial decisions by a court of competent jurisdiction.

D. Upon request of CAPT, a department shall establish a joint labor/management committee to review current practices in providing unit coverage for scheduled absences of level of care staff. The committee shall review regulations and facility policies for the purpose of developing recommendations regarding unit coverage. The committee shall consist of no less than two (2) representatives from Unit 18 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 meetings.

E. A subcommittee of the labor/management committee may be convened at each facility identified by Unit 18. For purposes of the subcommittee, in lieu of the statewide representatives, CAPT may appoint two (2) facility representatives to participate and the facility may appoint three (3) representatives to participate.

F. When an employee in good faith believes that the unit staffing is below the minimum adequate level as identified in 9.4 A. above, he/she will notify his/her supervisor or designee. The supervisor or designee will immediately investigate the situation and either appropriately corrects the situation or proclaims the situation safe and directs the employee to proceed with his/her assigned duties.

   If the employee still believes there is a violation of 9.4 A, the employee can immediately appeal that decision to the Program Director. The Program Director shall respond in writing within two (2) business days.

   If the issue is not satisfactorily resolved, the employee may file an expedited grievance alleging a violation of 9.4 A. The expedited grievance process is as follows:

   The expedited grievance shall be submitted directly to the Executive Director, Warden or designee. The grievance shall include either the written response or signature from the supervisor or Program Director indicating the issue was reviewed and discussed. The grievance statement shall be specific, clear and concise as to why he/she believes that a violation of 9.4 A, has occurred. The Executive Director, Warden or designee shall respond within three (3) business days of receiving the grievance. If the employee still believes the issue is not satisfactorily resolved, the grievance may be appealed through the grievance process up to the DPA level.

9.5 Personnel File

A. An employee's departmental personnel file shall be maintained in the facility's personnel office.

B. An employee, and/or the CAPT steward or representative if properly authorized by the employee, may review his/her personnel file during regular personnel office hours, subject to operating needs of the personnel office. Upon prior approval of his/her supervisor, an employee and/or CAPT steward shall be granted a reasonable period of release time during personnel office hours to review the employee's personnel file. The personnel file may not be removed from the personnel office unless approved by the department head or designee. Copies of material within the personnel file shall be provided upon written request of the employee or, if properly authorized by the employee, the CAPT steward, subject to normal duplicating fees.

C. Performance-related material, other than covered by Subsection H below, the subject of which has not recurred, shall have a removal date, not to exceed two (2) years.

D. An adverse action, other than a termination, may be retained in an employee's official personnel file for up to three years, unless a shorter duration is stipulated by a settlement agreement.

E. An employee may petition the Executive Director, Warden or designee to remove a recorded adverse action from the employee's official personnel file provided the subject of the adverse action has not recurred. A petition to remove shall not be unreasonably denied. The decision of the Executive Director, Warden or designee may be appealed through the grievance procedure to the Department Director or designee (2nd level) whose decision shall be final.

F. There shall be only one (1) employee personnel file. Copies of material placed in the file will be provided to the employee, whenever possible, prior to placement in the employee's personnel file.

G. Any materials in an employee's personnel file involving a wage garnishment order shall, upon request of the employee, be removed after three (3) years from the date of order or the date the order is no longer valid, whichever occurs first.

H. Counseling memos, letters of instruction and work improvement 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.

I. No client, patient or inmate shall have access to official personnel files or other employee files.

J. Employees shall be notified within five working days of a subpoena or court order requesting release of information from official personnel files or other employee files.

K. One file may be kept on each employee by the supervisor, in a locked, secure file. Each employee will have access to review his/her file upon request.

L. The supervisor file may not contain medical reports and employee equal opportunity (EEO) records.

9.6 Out-of-Class Work

A. Definitions

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

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

   Assignments that do not substantially change the overall nature of an employee's work assignment shall not be considered out-of-class work. Training and Development assignments are not out-of-class work.

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

B. Authorization and Rate of Pay

1. Notwithstanding Government Code section 905.2, 19818.8 and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred and 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 be feasibly 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 eligible lists created as the result of a civil service examination.

3. In accordance with Subsection A (1), when an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs 599.673, 599.674 or 599.676 if appointed to the higher classification for the duration of the assignment not to exceed one (1) year.

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.

   Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in Subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the Department of Personnel Administration referenced in Government Code section 19818.16 or the State Board of Control.

2. The grievance and arbitration procedure described in Subsection D below shall be the exclusive means by which alleged position allocation or reallocation appeals shall be remedied, including those 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 to grievants (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 hundred and twenty (120) calendar day period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator. In no case, however, shall the pay exceed one (1) year.

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. Employees must file written grievances on a form provided by the State within one hundred and twenty (120) calendar days of when their duties allegedly changed such that they were working out-of-classification or their position became misallocated.

2. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the second level of appeal in the grievance procedure in Article 13.

3. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within forty five (45) calendar days after receipt of the grievance.

4. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the second level of appeal, he/she may appeal the decision in writing within fourteen (14) calendar days after receipt to the Director of the Department of Personnel Administration.

5. The Director of the Department of Personnel Administration (DPA) or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

6. If the grievance is not resolved by DPA, CAPT shall have the right to submit the grievance to arbitration within thirty (30) calendar days following receipt of DPA's decision.

7. Section 13.1 (K) Formal Grievance - Step 4 (Arbitration) shall apply to out-of-class and misallocation grievances except as otherwise provided in this Section.

E. The arbitrator's award 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.

9.7 Classification Changes

A. When the State desires to establish a new Bargaining Unit 18 classification or modify an existing one that is in Bargaining Unit 18, the State shall notify CAPT in writing at least thirty (30) calendar days prior to the State's requesting State Personnel Board (SPB) action.

B. If CAPT requests within seven (7) calendar days of the notice, the State shall meet with CAPT to discuss the proposed class specification. If CAPT does not respond to the classification notice, the classification proposal shall be deemed agreeable to CAPT and placed on the SPB's consent calendar.

C. The State shall meet and confer, if requested, within seven (7) calendar days from the date the SPB approved the classification change, regarding only the compensation provisions of the classification.

D. Neither the classification nor the salary shall be subject to the grievance and arbitration procedure in Section 13.1.

9.8 Adverse Actions

The State and CAPT agree that the cause or causes for an adverse action taken by the State, the notice to an employee affected by an adverse action taken by the State, and the affected employee's appeal rights shall conform to the statutes governing adverse actions. This Section, including any adverse action and alleged violations of notice and due process rights not specifically mentioned in this Agreement, shall not be grievable or arbitrable under the grievance procedure in Section 13.1 of this Agreement but shall be appealed to the State Personnel Board.

9.9 Notice of Shift Change

A. Before an employee is required to change shifts, management will first make a reasonable effort to secure an acceptable volunteer within the same program where the operational need exists.

   1. “Acceptable volunteer” means an employee who is competent to perform the assignment and meets any necessary licensure requirements.

   2. At management’s discretion, a volunteer may be rejected where approval would result in additional staffing shortages or overtime.

B. Except in cases of emergency, the State will provide Unit 18 employees with fourteen (14) calendar days advance written notice of permanent shift changes when the change is made at other than the employee's request. The notice shall include the hours of work and RDOs.

C. Except in cases of emergency, the State will provide employees with seven (7) calendar days' advance notice of a temporary shift change when the change is made at other than the employee's request or concurrence. An employee may waive the requirement for advance notice. A temporary assignment shall not exceed thirty (30) calendar days. The State shall have discretion for covering the vacant or non-delivered position for the first six (6) consecutive work days without advanced notice. An employee may waive the requirement for advanced notice. This provision shall be utilized to fill vacant or non-delivered positions of a duration of six (6) or more consecutive work days and shall not be used to fill vacant or non-delivered position of less than six (6) consecutive work days.

9.10 Facility Transfer

A. An employee may request a facility transfer to another state facility. Requests for transfer shall be made by submitting a standard State application form directly to the facility. The request shall remain valid for one (1) year, unless withdrawn or renewed by the employee. Providing the facility has openings in the employee's classification, the employee shall be scheduled for an initial interview opportunity and, by making subsequent requests, may be granted additional interview opportunities.

B. The State retains the option to fill vacant positions at the facility by any means currently available.

C. All interviews under this Section shall be on the employee's own time and expense.

9.11 Performance Appraisal

A. The performance appraisal system of each department shall include an annual written performance appraisal for permanent employees. Such annual performance appraisals shall be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. An employee shall be given a copy of the annual written performance appraisal and shall be provided the right to discuss it with the supervisor before it is filed. Each facility shall have a review procedure to provide an employee the opportunity, subsequent to discussion with the supervisor, to discuss his/her annual performance appraisal with the designated reviewing officer, should the employee wish to do so. 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. If an employee is performing in less than a satisfactory manner, the employee's job performance shall be discussed at least every three (3) months to identify objectives and plans for improving the employee's work performance and to identify training needs.

C. A Unit 18 employee may grieve the content of his/her performance appraisal through the second step of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating or when an employee presents evidence that a substandard rating is not based on factual information. When a grievance is granted in relation to this performance appraisal, the Individual Developmental Plan will be modified to reflect the outcome of the grievance settlement.

D. Formal meetings between employees and management concerning unsatisfactory work performance or work-related problems normally should be held in private.

E. A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. If management fails to issue a probationary performance report for each interval, as noted on the employee’s Notice of Personnel Action (NOPA), then the employee’s performance shall be considered satisfactory for that reporting interval. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports.

F. Each employee shall be given a copy of the written appraisal covering the employee's own performance and is privileged to discuss it with the supervisor before it is filed.

G. Clinical-based appraisal reports shall not be considered a Performance Appraisal or Individual Development Plan. The Performance Appraisal or Individual Development Plan may refer to clinical-based appraisal reports. If a clinical-based appraisal is referred to in the employee's performance appraisal in a negative manner, the employee may file a grievance up to the Facility/Institution level.

9.12 Request for Reinstatement after AWOL Separation

A. An employee may be separated pursuant to Government Code section 19996.2 (the AWOL statute) if he/she is absent for five (5) consecutive work days without leave to be absent. An employee separated pursuant to the AWOL statute shall be afforded an opportunity for a Coleman hearing by his/her appointing power within five (5) working days after notice of the separation. An employee shall be noticed of his/her AWOL separation pursuant to Government Code section 18575.

B. Appeals from an AWOL separation shall be appealed to the Department of Personnel Administration within thirty (30) days from the effective date of the AWOL termination.

C. If a request for reinstatement goes to hearing, the DPA appointed Administrative Law Judge (ALJ) shall decide the following: (1) whether the employee was absent for five (5) consecutive work days; (2), whether that absence was without leave, i.e., without the permission of the employee's appointing power to be absent; (3) whether the employee has a satisfactory explanation for his/her absence; (4) whether the employee has a satisfactory explanation for failing to obtain leave; (5) whether the employee is ready, willing and able to return to work, and/or, if not, whether the employee has leave from his/her appointing power to be absent and (6) whether the appointing power properly applied the AWOL statute.

D. The ALJ may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if the employee is ready, willing and able to return to work or has leave to be absent.

E. If the AWOL statute was applied properly by the appointing power and the employee is reinstated, the employee shall receive no back pay for the period of his/her absence.

F. If the AWOL statute was improperly applied by the appointing power, the ALJ may order the employee reinstated and may order back pay. From any such back pay award there shall be deducted compensation that the employee earned, or reasonably could have earned, during any period of absence. There shall be no back pay for any period when the employee was not ready, willing and able to return to work.

9.13 Psychiatric Technician Relief of Shift Supervisor (DDS & DMH only)

The State shall maintain a list in each unit of volunteers for temporary relief of Shift Supervisor. The list of volunteers shall be exhausted prior to mandatory assignments. In addition, attempts will be made to find volunteers from employees currently on duty prior to mandatory assignment.

ARTICLE 10 - HEALTH AND SAFETY

10.1 Health and Safety

A. The State, to the best of its ability, will provide a safe and healthy workplace for employees. CAPT agrees that it shares responsibility for this effort, as do State employees.

B. CAPT will be granted at least one (1) seat on each facility-wide Health and Safety Committee and two (2) seats on each facility's CAPT/Management Health and Safety Committee. Employees appointed to serve on the committee shall serve without loss of compensation or benefits.

C. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will notify his/her supervisor or designee. The supervisor or designee will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties.

D. If CAPT or the employee still believes the unsafe condition exists, CAPT or the employee can immediately appeal that decision to the Program Director. If the issue is not satisfactorily resolved, CAPT or the Employee may file a grievance alleging a violation of this Section.

E. An expedited health and safety grievance procedure is provided to deal with serious, immediate problems and includes:

   1. Unsafe structural conditions;

   2. Defective or unsafe mechanical equipment;

   3. Health and environmental hazards.

F. If the condition remains unresolved, a written health and safety grievance may be submitted directly to the Executive Director, Warden or designee only after having the supervisor initial the grievance indicating that the health and safety condition was reviewed and discussed. The employee shall define in writing why he/she feels that a particular health and safety grievance presents a clear and present danger of a serious immediate nature to employee safety and health. The Executive Director, Warden or designee shall respond within seventy two (72) hours of receiving the health and safety grievance. If CAPT or the employee still believes that the unsafe condition exists, the grievance may be appealed to the next level of the grievance procedure.

10.2 Infectious Disease

The State and CAPT recognize the need to provide all Bargaining Unit 18 employees with training on the transmission and control of infectious diseases. To that end, all Bargaining Unit 18 employees shall be provided training in standard precautions. This training may include the following:

A. Identification of infectious disease(s) that are specific to the environment in which the employee works; and

B. General information regarding these diseases including, but not limited to the following: (a) how the disease is transmitted; (b) symptoms; (c) courses of treatment; and (d) methods and procedures that should be followed to prevent contracting the disease.

C. The Department of Corrections and Rehabilitation shall offer Bargaining Unit 18 members the same training in infectious disease control and transmission that is offered to other medical and custody staff, provided that the subject matter of the training is directly related to the employee's required scope of practice and work assignment.

10.3 Nursing Stations

The State agrees that there will be no new open nursing stations established (via remodeling) unless CAPT is notified of the intent and given an opportunity to meet and confer on impact prior to the remodeling.

10.4 Alarm Systems

Recognizing the importance of employee safety, the Departments of Mental Health and Developmental Services agree to continue to propose and support a proposal in the State budget for funding of personal alarm systems. The Health and Safety Committee at each facility may review procedures outlining installation, start-up and operation.

10.5 Limited Duty

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 need is substantiated by a physician.

   2. When the assignment is in accordance with a physician's recommended instruction.

   3. When the facility determines that the assignment provides needed services.

   4. When the employee can satisfactorily perform the work.

   5. When there is a prognosis for improvement of the illness or injury.

6. Employee safety shall be a prime consideration prior to assigning limited duty staff to a unit to meet minimum staffing requirements.

C. The duration of a limited duty assignment shall be no more than sixty (60) calendar days. At the facility's discretion, a limited duty assignment may be extended beyond the sixty (60) days.

D. In cases where the employer questions the prognosis or limitations placed on the employee by the employee's physician, the employer reserves the right to have the employee examined by a physician selected by the employer, prior to granting a limited duty assignment.

E. The employer shall seek alternative assignments and/or retraining of employees with work related injuries whose prognosis for return to the original assignment is poor.

F. A denial of a limited duty request shall be appealed to the Executive Director, Warden or designee within three (3) working days after notification of the denial. The Executive Director, Warden or designee shall respond to the appeal of the denial within three (3) working days.

10.6 Management of Assaultive Behavior

A. In other than the Department of Corrections and Rehabilitation, MAB training shall be mandatory during new employee orientation and shall be provided the employee prior to Program assignment.

B. The State shall provide all employees with an annual opportunity to attend MAB training. All employees will be required to attend MAB training at a minimum every two (2) years.

C. MAB training may be an agenda item on the State Labor-Management Committee.

D. When authorized, employees shall be compensated for attending MAB training.

E. MAB shall be mandatory within six (6) months of assuming employment.

F. Representatives of CAPT may meet with DDS and/or DMH management for the purpose of discussing the need to form a statewide MAB Committee.

G. Consistent with Section 11.2, the Department of Corrections and Rehabilitation and CAPT will meet to address issues relating to self defense and MAB training.

10.7 Employee Assistance Program

A. The State recognizes that alcohol or 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 or drug abuse or stress-related problems such as marital, family, emotional, financial, medical, legal or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or a stress-related problem so as to retain or recover his/her value as an employee.

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of Employee Assistance Program Coordinators at each facility shall be furnished to CAPT annually.

C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug or stress-related problems confidential, such records shall not be included in the employee's personnel file.

D. Upon CAPT request, the Department of Developmental Services will meet to discuss CAPT's concerns with the Department's EAP Program and discuss the desirability of alternative EAP Program(s).

10.8 Emergency Care

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.

B. Employees may submit, in writing, their choice of personal physician to utilize in the event of an injury on the job.

C. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or a medical facility shall suffer no loss of compensation for time spent.

D. If the treating physician advises an injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

10.9 Substance Abuse

In implementing the State's policy on substance abuse testing, the State and CAPT agree to the following:

A. The State will notify CAPT of the laboratories selected to perform the testing under the policy and will meet upon request to review the procedures, chain of custody and testing standards performed by the laboratory(ies).

B. The State agrees to utilize cut-off levels established by the National Institute for Drug Abuse (NIDA), where NIDA has established such standards. The State will meet and confer with CAPT over the impact if other than NIDA standards are established, or if the State wishes to establish standards more stringent than NIDA. The State will discuss with CAPT the cut-off levels for substances where NIDA has not established standards.

C. The State agrees to continue Employee Assistance Programs and ensure that counseling for substance abuse is available through these programs.

D. Upon request, the State and CAPT will meet for a post-implementation review of the substance abuse policy. Such a meeting will be held at a mutually agreed upon date at least six (6) months after the implementation of the policy.

E. The State agrees to train appropriate supervisors on the administration of its proposed substance abuse policy, including those factors that constitute "reasonable suspicion." The State will provide CAPT with a copy of the training material and consider any CAPT comments that may improve the training.

F. Alleged procedural violations of the State's substance abuse policy may be subject to a complaint; except that if formal adverse action results from a positive test, alleged procedural defects in administering the substance abuse test that led to the adverse action may be raised by CAPT or the employee in any Skelly proceeding or SPB appeal of the adverse action. This means that DPA Rules 599.960 through 599.966 are not subject to the grievance and arbitration procedure of the Contract.

10.10 Workplace Violence Prevention

A. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.

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

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

10.11 Safety Equipment

The State is committed to providing protective and safety equipment for the personal protection of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective equipment and/or clothing to be issued, by employee class and job assignment.

ARTICLE 11 - COMMITTEES

11.1 Joint Apprenticeship

A. It is the policy of the State employer to support the continuation of an apprenticeship program for training Psychiatric Technicians. CAPT and the State agree that the apprenticeship program shall be administered in accordance with the following provisions:

1. The classification of positions and the selection process shall be governed and administered by the Department of Personnel Administration and the State Personnel Board.

2. The State retains the right to hire, evaluate and discipline any employees participating in the apprenticeship program, taking into consideration the recommendations of the Joint Apprenticeship Committee.

3. The Joint Apprenticeship Committee shall consist of three (3) representatives selected by CAPT and three (3) representatives selected by the State.

4. The Joint Apprenticeship Committee shall operate under the Joint Committee concept in the administration of the apprenticeship program in accordance with guidelines of the Department of Industrial Relations. The Committee shall oversee the training program for the classes included in the program.

5. The Joint Apprenticeship Committee shall meet no less than once every three (3) months.

6. CAPT representatives who have been selected by the Association as Joint Apprenticeship Committee members shall serve with no loss of compensation for committee meetings and performance of facility-authorized special assignments.

7. The State reserves the right to cancel an apprenticeship program when such action is deemed to be in the best interest of the State. The State agrees to give CAPT thirty (30) days notice before canceling an apprenticeship program.

B. The State also agrees to continue working with CAPT to seek alternative means of funding for this program on a continuous basis.

11.2 Labor / Management

A. To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor-management committee shall be established. The committee shall consist of four (4) designees of the Association and four (4) designees of the State. The committee will meet on a quarterly basis with the Association providing a proposed agenda at least three (3) weeks prior to the agreed upon meeting date. 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.

B. The subjects discussed at the labor-management meeting must relate generally to this Agreement or items discussed in negotiations, but the discussions shall not be for the purpose of discussing pending grievances, subject matter discussed at other agreed upon contractual committee(s), or for collective bargaining on any subject.

C. For facility issues, a subcommittee of the labor-management committee may be convened at each worksite identified by CAPT. For purposes of the subcommittee, in lieu of the statewide CAPT designees, CAPT may appoint two (2) facility representatives to participate. These issues may include, but not be limited to, timely payment of wages and benefits, payroll errors and overtime payment.

11.3 Work and Family Programs

A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family-related activities that the committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to, child care, elder care, family leave, flexibility in the workplace and a variety of other family-friendly programs and policies.

B. The committee shall be composed of an equal number of management and union representatives. The union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. The union shall have one representative.

C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary, or that preparatory work other than at committee meetings is necessary. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.

D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.

E. The $5 million established in the Work and Family fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

11.4 Labor/Management Committee on Forensic Safety

The State agrees to establish a Joint Labor/Management committee to discuss issues related to safety in forensic facilities of the Department of Mental Health (DMH) and the Department of Developmental Services (DDS). This committee shall be established within ninety (90) days of ratification of this agreement.

CAPT may designate one (1) State employee member from each forensic facility at DMH and DDS who may attend meetings without loss of compensation.

The committee shall meet quarterly and shall issue findings and suggested areas to improve safety at these facilities.

11.5 CDCR – Use of Permanent Intermittents and Retired Annuitants

The parties agree that within sixty (60) days from the date the agreement is ratified, representatives of CAPT and CDCR will meet for the purpose of discussing the feasibility of a Departmental registry consisting of permanent intermittent employees and retired annuitants. Both parties recognize that the decision on implementation of such a registry rests with management.

ARTICLE 12 - REPRESENTATION AND ASSOCIATION PROVISIONS

12.1 CAPT Representation

A. The State recognizes and agrees to deal with designated CAPT stewards, CAPT elected representatives or CAPT consultants on the following:

   1. The administration of this contract.
   2. Employee discipline cases.
   3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board.
   4. Matters scheduled for hearing by the Board of Control.
   5. Matters pending before the State Personnel Board.
   6. AWOLs and appeals to set aside resignations.

B. The steward's areas of responsibility shall be within the facility at which he/she is employed.

C. The State President of CAPT shall provide the State with a written list of authorized stewards broken down by department, facility, program or other areas of responsibility.

   CAPT shall notify the State promptly of any changes of such stewards or of their area of responsibility.

D. CAPT stewards shall be recognized by the State upon receipt of such lists or changes thereto.

E. With prior notification and approval by the steward's immediate supervisor or designee, the steward shall be allowed reasonable time off for the purpose of representing employees in Unit 18 during working hours without loss of compensation. Such approval shall not be unreasonably denied.

F. Upon the request of a grievant or appellant, an authorized CAPT steward may investigate, file and process a grievance or represent a Unit 18 employee at a State Personnel Board adverse action hearing provided the grievant or appellant works within the steward's assigned area of responsibility.

G. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPT representative on representational matters at the worksite in accordance with Section 12.2 (Access) during work hours, subject to approval of the employee's supervisor. Approval shall not be unreasonably denied.

H. CDCR CAPT stewards shall be granted, based on operational need and with four (4) days advance notice, reasonable time off to provide representation for CDCR Unit 18 members working in another CDCR facility.

The reason for the release shall be for representation matters as defined in 12.1 A.

The CDCR steward shall be released using his/her own time (vac, AL, etc.) and travel costs associated with the release shall be the responsibility of CAPT.

Maximum of 100 hours in a calendar year shall be allowed for Steward release use.

12.2 Access

CAPT staff representatives, State officers, Chapter officers and stewards shall have access to employees for purposes of representation according to the following:

A. CAPT staff and State officers seeking access to employees shall identify themselves to the facility Labor Relations Coordinator who will make the necessary arrangements for access to employees.

B. Chapter officers and stewards shall have access to employees in the area of responsibility they have been assigned by CAPT. They shall notify the Program Director or designee and must receive his/her approval prior to entering the program. Where employees work in other than client programs, CAPT shall notify the department head or designee, and must receive his/her approval prior to entering the work area. The CAPT State President shall have the same access to employees as Chapter officers and stewards for representation purposes, in accordance with paragraph (A) above.

1. Meetings, conferences or investigations may be held in resident care or treatment areas only with the approval of the Program Director or designee. Otherwise, all meetings, conferences or investigations shall be held in unit break rooms or other appropriate non-work areas.

2. Chapter officers, stewards and the CAPT State President shall have the right to access through work areas for purposes of posting literature in unit break rooms in conformance with Section 12.3.

C. Access may be deferred for reasons related to client care, privacy, safety, security or other necessary business reasons. Access shall not be unreasonably denied.

12.3 Distribution of Literature

A. CAPT representatives may, during non-work hours, distribute CAPT literature in non-work areas. CAPT agrees that any literature distributed will not be libelous, obscene, defamatory, of a partisan political nature or inconsistent with the promotion of harmonious labor relations between the State and CAPT. CAPT will provide the facility Labor Relations Coordinator with a courtesy copy of the literature.

B. Distribution of literature shall not interfere with the safety of clients, staff or the public.

C. The right to distribute literature shall not be unreasonably denied.

12.4 Use of State Facilities

A. Meeting Rooms

The State will permit use of certain facilities for CAPT meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made no less than forty-eight (48) hours in advance to the facility Labor Relations Coordinator or designee. The facility Labor Relations Coordinator or designee shall approve or deny said request within twenty-four (24) hours of receipt of request. Such approval shall not be unreasonably denied. CAPT shall maintain such facilities in reasonable order and is expected to provide necessary janitorial services so that the facility is returned to a condition similar to that in which it was found.

B. Employee Organization Rooms

Those facilities which currently provide employee organization rooms shall continue to do so. Use of such rooms shall be in compliance with applicable laws, facility rules and regulations. Any facility which does not currently provide an employee organization room shall make every effort to do so.

C. At the discretion of the department

1. In lieu of using the employee organization room, CAPT may rent office space from a facility or have a portable office set up on grounds if space if available. All cost associated with the portable office will be borne by CAPT and subject to compliance with applicable laws, facility rules and regulations.

2. CAPT, at its own expense, may have a phone installed in an employee organization room.

3. This item is neither grievable nor arbitrable.

12.5 Bulletin Boards

CAPT shall have designated CAPT bulletin board space in each unit break room to post materials relative to CAPT representation. Any materials posted must be dated and initialed by the CAPT representative responsible for the posting. A copy of each posted item must be distributed to the facility's Labor Relations Coordinator or designee at the time of posting. CAPT agrees that nothing of a libelous, obscene defamatory or partisan political nature or inconsistent with the promotion of harmonious labor relations between the State and CAPT shall be posted. CAPT may exercise an option to purchase its own bulletin boards and have them installed at CAPT expense in the designated location. Management reserves the right to determine the appropriate size and location should space be available.

12.6 Orientation

A. Upon initial appointment to a represented Unit 18 position, the employee shall be informed by the employer that CAPT is the recognized employee organization for that classification. The State shall present the employee with a packet of CAPT information, agreed to by both the State and CAPT, which has been supplied by CAPT.

B. CAPT may make a presentation up to fifteen (15) minutes to Bargaining Unit 18 employees at a facility orientation meeting for new employees. The time of the presentation may be extended beyond the fifteen (15) minutes by agreement of the Facility Training Officer.

   The presentation shall be at a time mutually agreed upon by a CAPT representative and the Facilities' Training Officer on a date designated by the facility. CAPT's request for a presentation will not be unreasonably denied. The presentation shall be on State time. At the orientation, CAPT may provide the following information to the employees present.

   1. A copy of the current CAPT-State contract.
   2. A document showing the CAPT office address and telephone number and the names and locations of CAPT officers and stewards.
   3. Membership application and recruitment materials.
   4. Other appropriate, responsible literature.

12.7 Conferences and Schools

A. The State shall provide a combined total of four hundred and seventy five (475) days per year of unpaid leaves of absence for purposes of attending CAPT conferences, conventions, schools or job steward training.

B. When the Association determines that employees are required to attend an Association conference, convention, school or job steward training session, the State President shall submit the requests to the appropriate departmental Labor Relations Officer in writing.

   Such requests shall be submitted at least fourteen (14) days in advance and shall include the name or names of the employees to be released, the type of leave, the work location and the beginning and ending dates for the leave.

C. Requests for leave under this Section shall not be unreasonably denied.

12.8 Association Leave Without Pay

A. Upon written request from the Association, submitted at least thirty (30) days in advance, the State shall grant an unpaid leave of absence for a period not to exceed one (1) year to an employee with permanent civil service status to accept a position with CAPT. The maximum number of employees who may be granted a leave under this Section shall not exceed one (1) per facility, in addition to the State President. Requests for leave and/or extensions will not be unreasonably denied by the State.

B. Employees granted a leave under this Section shall be released pursuant to the provisions contained in Subsection C below.

C. Upon return from a leave authorized under this Section, the employee shall have the right of return to the same facility in the same class which he/she was employed prior to the leave, provided that a vacant position is available.

12.9 Release from Duty (State Officers)

A. Upon written request of CAPT, the CAPT State President, State Vice President and/or State Secretary-Treasurer shall be placed on leave of absence with pay or leave of absence without pay at the officer's choice. Leave of absence with pay shall be granted in accordance with this Section. Leaves of absence without pay shall be granted for the duration of the officer's term.

B. The Association shall provide the appropriate departmental Labor Relations Officer with the name of the officer to be placed on leave of absence, his or her work location, type of leave and the beginning and end dates for the leave. The department shall place the designated officer on leave as soon as possible, but in no case later than thirty (30) days to the request.

C. The employee placed on paid leave of absence under this Section, and CAPT, shall waive any and all claims against the State for Workers' Compensation benefits.

D. For the officer who is placed on leave of absence with pay, CAPT shall reimburse the State at a rate of one hundred and thirty (130) percent of that officer's salary. The State shall develop a system to bill CAPT for the amount specified above.

12.10 Release from Duty / Reduced Work Time, CAPT Chapter Officers

A. Each CAPT Chapter shall be allowed a paid leave of absence for a total amount of hours not to exceed forty (40) hours per week. This leave entitlement may be used for no more than one (1) full-time or two (2) half-time leaves for two (2) CAPT Chapter officers or chief stewards for the purpose of working full time or part time for the Association. The facility may exercise the option to assign the two (2) half-time employees to a job-share position. The leave of absence shall be granted for the duration of the officer's term.

B. For CAPT Chapter officers or chief stewards who are placed on leave of absence with pay, CAPT shall reimburse the State at a rate of one hundred and thirty percent (130%) of that officer's salary. The State shall develop a system to bill CAPT for the amount specified.

C. The Association shall provide the appropriate departmental Labor Relations Officer with the name of the officer to be place on leave of absence, his or her work location, the type of leave, and the beginning and ending dates for the leave. The department shall place the designated officer on leave as soon as possible, but in no case later than thirty (30) days after the request.

D. The employee placed on paid leave of absence under this Section, and CAPT, shall waive any and all claims against the State for Workers' Compensation benefits, Industrial Disability Leave benefits or Non-Industrial Disability Leave benefits.

E. The State may reassign employees in order to facilitate this release.

F. With thirty (30) days' prior notice in writing, a CAPT Chapter officer on a reduced time base or full leave of absence shall be permitted to return to full-time status. The employer will endeavor to assign the employee to the same program, unit and shift held prior to the reduction in time base, as long as the assignment does not displace another employee or otherwise conflict with the operational needs of the State. This paragraph shall not be interpreted as otherwise limiting the State to make necessary job assignments, consistent with this Agreement.

G. Because of a staffing shortage and other defined emergencies, the State may require a CAPT Chapter officer to return to full-time status upon thirty (30) days' notice.

H. The State may make adjustments in the employee's reduced work schedule in order to meet legitimate business needs of the State.

I. CAPT Chapter officers shall make every effort to schedule representational activities during their non-work hours.

12.11 Fair Share Fees and Dues Deductions

Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and CAPT, the State agrees to deduct and transmit to CAPT all membership dues authorized on a form provided by CAPT. The State agrees to deduct and transmit to CAPT Fair Share Fees from State employees in Unit 18 who do not become members of CAPT. The State and CAPT agree that a system of authorized dues and Fair Share Fee deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7 and 3515.8, subject to the following provisions:

A. CAPT deductions shall remain in full force and effect during the life of this Agreement.

B. Employees who voluntarily are or who voluntarily become members of CAPT shall remain members of CAPT in good standing for the length of the Agreement. However, this provision shall not apply to any employee who within 30 days prior to the expiration of the Agreement withdraws from CAPT by sending CAPT a signed withdrawal letter and a copy to the State Controller's Office.

C. The dues and fees shall be deducted from regular pay warrants at least monthly, subject to administrative regulations, policies, practices and service fees of the State Controller's Office.

D. Warrants shall be made payable to the California Association of Psychiatric Technicians and shall be accompanied by a list of employees for whom dues and fees are deducted.

E. The amount of dues and fees deducted from Unit 18 employees' pay warrants shall be set by CAPT and changed by the State upon written request of CAPT. Such changes shall commence within forty-five (45) days of written notice.

F. No dues and fees deductions for any employee of this bargaining unit shall be made and transmitted for any employee organization other than the exclusive representative.

G. The State and CAPT agree that if a Fair Share Fee rescission election is conducted pursuant to Government Code section 3515.7(d), a majority of those votes cast, rather than the majority of the members of the unit, shall determine whether the fair share deductions shall continue. In the event the Fair Share Fees are rescinded, written authorization for CAPT dues deduction shall remain in full force and effect through June 30, 2008, provided, however, that any employee may withdraw from CAPT by sending a signed withdrawal letter to CAPT with a copy to the State Controller within 30 calendar days prior to expiration of the Agreement between the State and CAPT.

H. CAPT agrees to indemnify, defend and hold the State and its agents harmless against claims of any nature made against the State that arise from this provision and deductions arising therefrom.

I. No provision of this Article nor any disputes arising thereunder, shall be subject to the grievance and arbitration procedure contained in this Agreement.

12.12 Home Addresses

A. Consistent with the PERB regulation, the State shall provide to CAPT, at its request but not to exceed once a month, the home addresses of all employees covered by this Agreement as soon as is administratively feasible.

B. Any employee may have his/her home address withheld from CAPT at any time by making a written request to the State Controller's Office. In order to comply with the employee's wishes, the Association shall always utilize the latest list to be provided by the State Controller's Office and destroy any previous lists.

C. CAPT shall inform each employee covered by this Agreement, who is not a member of CAPT, of his/her rights to have his/her address withheld from CAPT. Such notification shall be sent to each employee's home address once every twelve (12) months. CAPT shall provide a copy of such notification to the Department of Personnel Administration prior to mailing to State employees.

D. CAPT agrees that any literature mailed to employees will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service that is not a part of a CAPT endorsed benefit program.

E. CAPT shall take all reasonable steps to ensure the security of the home addresses and shall not disclose or otherwise make available the home addresses to any organization other than CAPT or person other than a CAPT official.

F. CAPT agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any lawsuit instituted against the State arising from this Section.

G. CAPT agrees to pay the necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home address tape file.

12.13 Use of State Equipment

A. Except as provided by this Contract, no employee shall be permitted use of any State machine, equipment or communication system, including but not limited to computer, photocopier, e-mail, voice mail or fax machine, for CAPT organizing or other CAPT purposes.

B. An employee may be permitted reasonable use of State telephones or e-mail for representation activities. This means an employee may be permitted to contact the local CAPT representative to seek representation or set an appointment regarding filing a grievance or complaint (as defined in Article 13) or matters listed in Section 12.1.

C. Use of State telephones or e-mail for representation purposes shall not:

   1. Incur additional charges to the State.

   2. Interfere with the operations of the State.

   3. Contain language that is libelous, obscene, defamatory or of a partisan political nature.

D. Any use of State time for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor in accordance with Section 12.1 G of this Agreement.

E. E-mail messages are not considered private or secure information and are subject to being monitored by the department.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

13.1 Grievance Procedure

A. Purpose

   1. This grievance procedure shall be used to process and resolve grievances arising from this agreement.

   2. The purpose of the grievance procedure is to:

      a. Facilitate the resolution of grievances informally at the lowest level possible.

      b. Provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions

   1. A grievance is a dispute between CAPT and the State or between one (1) or more employees and the State involving:

      a. The interpretation, application or enforcement of the express terms of this Agreement, or

      b. Written rules and regulations specifically implementing the enumerated Government Code sections in section 1.7, Supersession.

2. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head who assigns, reviews and directs the work of an employee. An immediate supervisor shall not be a Unit 18 rank-and-file employee.

3. As used in this procedure, the term "party" means CAPT, an employee or the State.

4. A "CAPT representative" means an employee designated as a steward or chief steward, an officer of the Association or a CAPT staff representative.

5. A day is defined as a calendar day.

C. 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. With the mutual consent of the parties, the time limits for any step may be extended but only DPA may waive the State's right to assert a grievance as untimely at any grievance step.

D. Waiver of Steps

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

2. Grievances on AWOL separations shall be filed at the Executive Director's level of the grievance procedure.

E. Employee Rights

Employees have the right to file grievances on their own behalf and may process their grievances without Association representation.

F. Response

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

2. If an employee files a grievance without CAPT representation, the State shall provide a copy of that grievance to CAPT and shall also provide a copy of the State's response to that grievance at each step of the grievance procedure.

G. Informal Discussion

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

H. Formal Grievance - Step 1 (Executive Director or Designee)

1. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than seven (7) days after the supervisor's response.

2. A formal grievance may be initiated and shall be in writing on a form provided by the State and shall be filed with the Facility Labor Relations Coordinator or designee, and

   a. It must be signed.

   b. It should be specific.

   c. It should contain a synopsis of the facts giving rise to the alleged violation.

   d. It must cite the specific Article and Section of this contract alleged to have been violated.

   e. It must contain the date of the alleged violation if applicable or known.

   f. It must state the relief or remedy requested.

3. Within twenty-one (21) days after receipt of the formal grievance, the Executive Director, Warden or designee shall respond in writing to the grievance. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

4. Meetings

   a. A meeting with the Executive Director, Warden or designee shall be held on request of either party.

   b. It is the intent of both parties that this meeting (if any) shall be held within the twenty-one (21) day response time.

   c. The grievant or CAPT representative or both may attend such meetings without loss of compensation.

I. Formal Grievance - Step 2 (Department Director or Designee)

1. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) days to the Department Director or designee.

2. Within twenty-one (21) days after receipt of the appealed grievance, the Department Director or designee shall respond in writing to the grievant.

3. At CAPT's request, and with mutual agreement, a meeting at the work location shall be held for the purpose of discussing the grievance. Time limits applying to grievances shall be extended so that the parties can discuss more than one grievance, if necessary. Within twenty one (21) days after the meeting, the Department shall respond in writing to the grievance. The grievant or CAPT representative, or both, may attend such meetings without loss of compensation.

J. Formal Grievance - Step 3 (Department of Personnel Administration)

1. Except as provided in Section 13.4, if the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within twenty-one (21) days to the Director of the Department of Personnel Administration or designee.

2. Within twenty-one (21) days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievant and this shall be the final level of review.

K. Formal Grievance - Step 4 (Arbitration)

1. If the grievance is not resolved at Step 3, CAPT, within forty (40) days after receipt of the Step 3 response, shall have the right to continue the grievance to arbitration.

2. Within seven (7) days after notice requesting arbitration has been served on the State, the parties shall meet to select an impartial arbitrator and attempt to frame the issues. If no agreement is reached at this meeting, the parties shall jointly request the American Arbitration Association to submit to both parties a panel of seven (7) arbitrators from which the parties shall alternately strike names until one (1) name remains and this person shall be the arbitrator.

3. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

4. Arbitrators may, upon mutual request of the parties, issue their decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion or award in writing and that the parties be provided a copy.

5. The arbitrator shall not have the power to add to, subtract from or modify this Agreement. Only disputes and grievances, as defined by this Article, shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

13.2 Complaint Procedure

A. A complaint is a dispute of one (1) or more employees or a dispute between CAPT and the State involving the application or interpretation of a rule, policy, decision or order not covered by this Agreement and not under the jurisdiction of the State Personnel Board.

B. Complaints shall be filed on a form provided by the State.

C. Complaints shall be discussed with the complainant's immediate supervisor within fourteen (14) calendar days of the event or occurrence giving rise to the complaint.

D. If the complainant is not satisfied with the response of the immediate supervisor, he/she may file a written complaint with the Program Director within seven (7) calendar days of the discussion with the immediate supervisor. The Program Director shall respond in writing within fourteen (14) calendar days.

E. If the complainant is not satisfied with the response of the Program Director, he/she may within fourteen (14) calendar days appeal the decision to the Executive Director, Warden or designee. The Executive Director, Warden or designee shall respond in writing within fourteen (14) calendar days.

F. If the complainant is not satisfied with the response of the Executive Director, Warden or designee, he/she may appeal within twenty-one (21) calendar days to the Department Director or designee. The Department Director or designee shall respond in writing within twenty-one (21) calendar days.

G. Complaints shall be processed only to the Department Director or designee which is the final level of review.

H. Meetings to discuss the complaint may be held at any level of the procedure with concurrence of the parties.

I. Complainants shall be allowed a reasonable amount of time without loss of pay or benefits to confer with a CAPT representative regarding their complaint.

J. CAPT representatives shall be provided a reasonable amount of time without loss of pay or benefits for purposes of preparing and presenting complaints.

13.3 Individual Agreement

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

13.4 Expedited Arbitration

A grievance alleging a violation of Section 4.4 (Merit Salary Adjustments), Article 5 (Hours of Work and Overtime), Article 6 (Leaves and Holidays) or Article 9 (Working Conditions) of this agreement shall be subject to expedited arbitration. If CAPT does not appeal one of the listed contract provisions to expedited arbitration, CAPT may appeal an alleged violation of these sections using Article 13, Grievance and Arbitration Procedure, contained within.

A. Request

The expedited arbitration shall be requested by CAPT by sending a letter to the Department of Personnel Administration with a copy to the Labor Relations Branch of the affected department within thirty calendar days of the second level decision. All documents from the second level response (the grievance documents sent to second level and second level response with any attachments as returned to the grievant or his/her representative) will be forwarded to the arbitrator. No new documents may be added once the second level response has been finalized.

B. Scheduling

1. The expedited arbitration shall be conducted at the local worksite or other mutually agreed upon locations.

2. The arbitrator may be selected either by mutual agreement or in accordance with Section 13.1 K Formal Grievance - Step 4 (Arbitration).

3. The expedited arbitration will be held at least quarterly as necessary or when no less than five (5) grievances against a department are pending review pursuant to this Section. The arbitrator shall review and decide multiple grievances at one time. It is the intent to hear four (4) to five (5) cases per day; however, fewer may be scheduled when there are fewer cases pending scheduling.

4. The department's Labor Relations Branch (LRB) is responsible for scheduling all expedited arbitration hearings. The hearing date shall be scheduled within thirty (30) calendar days from the day DPA receives CAPT's notice of intent to arbitrate a grievance. This time may be extended by mutual consent of the parties but in no case shall the extension exceed sixty (60) days from the date of CAPT's original notice to arbitrate.

5. The LRB is responsible for notifying CAPT of the dates and times for the hearings.

6. CAPT is responsible for notifying the appropriate local union members of scheduled hearing dates.

7. The LRB is responsible for the mailing of all documents from the second level response to the arbitrator and CAPT.

8. If a grievance falls in the last fifteen (15) days of the quarter, or the expedited arbitration is not requested until the last fifteen (15) days of the quarter, it may be scheduled for hearing the next quarter.

C. Hearings

1. Only the grievant and one CAPT representative (local job steward, CAPT chapter president or a CAPT consultant) and no more than two management representatives may appear before the arbitrator to make oral presentations. The CAPT representative and the grievant(s) will attend the arbitration proceeding without loss of compensation. In addition, CAPT shall be allowed one of the above as an observer at the arbitration hearing at no cost to the State.

2. The arbitrator shall determine how presentations are conducted (length of time, etc.) based on the number of cases to be heard with the intent to complete all scheduled cases in one (1) day.

3. The arbitrator will issue a bench decision on each grievance. If circumstance makes a bench decision not feasible, the parties by mutual consent may request a written decision from the arbitrator. The decision of the arbitrator is final and binding and shall have no precedential value.

4. The arbitrator shall not have the power to add to, subtract from or modify this agreement. Only grievances as defined in Section 13.1 B (Definitions) shall be subject to arbitration.

5. The cost of arbitration shall be borne by the loser of each case. Should there be a dispute as to who lost the case, the arbitrator shall have the authority to apportion costs.

6. Within fourteen (14) calendar days, departments will provide CAPT the results of the hearings, which will include the case number and a brief summary of the arbitrator's decision. If there is any disagreement between the parties regarding the interpretation of the arbitrator's decision contained in the department's summary, the dissident party may request a written ruling from the arbitrator. Any cost associated with this request shall be borne equally between the parties.

7. If the grievant or the appointing authority waives appearance, the arbitrator shall decide only on the written record and upon the oral presentation of the party who makes an appearance.

D. Location of Hearing

Institutions and facilities within the departments scheduling cases will be considered for hearing locations. However, the decision will be dependent upon the number and location of available cases to be heard.

ARTICLE 14 - ENTIRE AGREEMENT AND DURATION

14.1 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded. It is agreed and understood that each party to this Agreement voluntarily waives its right to further negotiate with respect to any matter raised in negotiations or covered in this Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection B below.

B. The parties agree that the provisions of this paragraph shall apply only to matters which were not raised in negotiations and are not covered in this Agreement.

The parties recognize that during the term of this Agreement it may be necessary for the State to make changes in working conditions which are within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAPT of the proposed change and meet and confer pursuant to the following paragraph prior to the implementation of the change, except in cases of emergency as provided in Government Code section 3516.5.

The parties shall meet and confer regarding the impact such working condition changes would have on the employees in Unit 18 when all three of the following exist:

1. Where such change would significantly affect the working conditions of a large number of employees in Unit 18. The phrase "large number" shall mean:

   a. A majority of the employees in a State facility; or

   b. A majority of the employees in a Unit 18 classification such as Psychiatric Technician or Senior Psychiatric Technician.

2. Notwithstanding the above, impact negotiations under the terms of this provision will be conducted on:

   a. A closure of an entire program within a State facility;

   b. A closure of a living unit or residence that will not be accomplished utilizing the provisions of this Agreement;

   c. A change in day off cycles for all Unit 18 employees in a program.

3. Where the subject matter of the change is subject to negotiations pursuant to the Ralph C. Dills Act.

4. Where CAPT requests to negotiate with the State. Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed working condition change is subject to this Section, such disagreement may be submitted to the grievance procedure for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

14.2 Duration

A. The terms of this agreement shall go into effect on July 1, 2010 and shall remain in full force and effect through July 1, 2012.

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

C. Upon mutual agreement, the parties will reopen the agreement not more than 120 days prior to July 1, 2011. The reopener shall be limited to Salary, Wages, and Fringe Benefits.

14.3 Contract Protection

A. If any other State bargaining units enter into an agreement that does not have Pension Reform and provides a greater value than that provided to Bargaining Unit 18, then CAPT, as the exclusive representative, may reopen the related economic provisions of its MOU and meet and confer in good faith and discuss the similar or equivalent increases to be provided to CAPT members and the implementation plan.

B. The terms of this article shall only apply to immediate successor agreements of bargaining units that do not have a current MOU. This provision does not apply to litigation matters (court orders, arbitration, awards/settlements, etc.).

C. Due to savings achieved through this contract, the State will not implement a new furlough program during the term of this contract ending July 1, 2012.

14.4 Continuous Appropriation

The State and CAPT agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic term of this agreement through July

1, 2012. This will maintain employee salaries and benefits in case of an untimely budget.

AB1699 Assembly Bill - Introduced

(b) If there is a memorandum of understanding in effect that has been approved by the Legislature, the compensation and contribution for employee benefits for represented state employees shall be at a rate consistent with the memorandum of understanding and compensation and contribution for employee benefits for state employees excluded from collective bargaining shall be at the rate approved by the Department of Personnel Administration prior to the commencement of the fiscal year for which a Budget Act has not been enacted. If a memorandum of understanding is not in effect and if the department has not approved a compensation package for state employees excluded from collective bargaining, compensation and contribution for employee benefits for represented state employees and state employees excluded from collective bargaining shall be at the rate in effect at the expiration of the last fiscal year for which a budget was enacted.

(c) The Department of Finance may, upon enactment of the Budget Act and in the absence of this action being taken by the Legislature or the Governor in that Budget Act, reduce the applicable Budget Act allocations by the amount of any warrants drawn pursuant to subdivision (a).

(d) For the purposes of this section, "state employee" means an employee as defined in Section 19815.

SEC. 2. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order that state employees may be compensated for work performed without delay in the event of a budget impasse, and in order that funds may be continuously appropriated to the Controller at the earliest possible time for the purposes of compensating state employees, it is necessary that this act take effect immediately.

SIDE LETTERS AND ATTACHMENTS

APPENDIX A – UNIT 18 SALARIES

			JULY 1, 2010		JANUARY 1, 2012
Schem. Code	**Class Code**	**Class Title**	**Minimum**	**Maximum**	**Maximum**
TL96	8247	Developmental Specialist	3499	4254	4467
TL97	8248	Developmental Specialist (Safety)	3499	4254	4467
TL65	8233	Pre-Licensed Psychiatric Technician	2727	2996	3146
TL66	8254	Pre-Licensed Psychiatric Technician (Safety)	2727	2996	3146
TL60	8232	Psychiatric Technician			
		Range A	3033	3649	3831
		Range B	3155	3808	3998
		Range C	3282	3987	4186
		Range S	4476	4585	4814
		Range T	4627	4740	4977
		Range U	4798	4915	5161
TL61	8253	Psychiatric Technician (Safety)			
		Range A	3033	3649	3831
		Range B	3155	3808	3998
		Range C	3282	3987	4186
		Range P	4700	4814	5055
		Range Q	4859	4976	5225
		Range R	5038	5161	5419
		Range S	4476	4585	4814
		Range T	4627	4740	4977
		Range U	4798	4915	5161

Schem. Code	Class Code	Class Title	JULY 1, 2010 Minimum	JULY 1, 2010 Maximum	JANUARY 1, 2012 Maximum
TL72	8229	Psychiatric Technician Apprentice			
		Range A	2186	2389	2508
		Range B	2256	2463	2586
		Range C	2340	2558	2686
		Range D	2430	2658	2791
		Range E	2524	2768	2906
TL55	7425	Psychiatric Technician Assistant	2453	2870	3014
TL56	8236	Psychiatric Technician Assistant (Safety)	2453	2870	3014
TI54	8226	Psychiatric Technician Instructor	4620	5893	6188
TL70	8235	Psychiatric Technician Trainee	2385	2610	2741
TL71	8238	Psychiatric Technician Trainee (Safety)	2385	2610	2741
TL74	8237	Psychiatric Technician Training Candidate	2186	2389	2508
TL50	8231	Senior Psychiatric Technician			
		Range A	3400	4130	4337
		Range B	3557	4319	4535
		Range C	3727	4527	4753
		Range S	4937	5060	5313
		Range T	5152	5314	5580
		Range U	5381	5579	5858
TL51	8252	Senior Psychiatric Technician (Safety)			
		Range A	3400	4130	4337
		Range B	3557	4319	4535
		Range C	3727	4527	4753

Schem. Code	Class Code	Class Title	JULY 1, 2010 Minimum	JULY 1, 2010 Maximum	JANUARY 1, 2012 Maximum
TL51	8252	Senior Psychiatric Technician (Safety)			
		Range P	5184	5314	5580
		Range Q	5409	5579	5858
		Range R	5650	5858	6151
		Range S	4937	5060	5313
		Range T	5152	5314	5580
		Range U	5381	5579	5858

Ranges P, Q and R are applicable to the Psychiatric Technician classification working in the California Department of Corrections and Rehabilitation.

Ranges S, T and U are applicable to the Psychiatric Technician classification working in the California Department of Developmental Services and Department of Mental Health.

APPENDIX B -- RECRUITMENT AND RETENTION DIFFERENTIALS

Department of Mental Health and Developmental Services

Classification	Location	Amount
Psychiatric Technician Instructor	All Facilities	$300

(Recruitment and Retention differentials shall continue to be subject to CalPERS contributions.)

APPENDIX C - Government Code Sections incorporated into the Agreement pursuant to Supersession Section 1.7

1. General

19824	Establishes monthly pay periods.
19839	Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
19998.1	Establishes the State Restrictions of Appointment (SROA).

2. Step Increases

19829	Requires DPA to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specified instances.

3. Holidays

19853	Establishes legal holidays.
19854	Provides for personal holiday.

4. Vacations

19858.1	Defines amount earned and methods of accrual by full-time employees.
19856	Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
19856.1	Requires DPA to define the effect of absence of 10 days or less on vacation accrual.
19863	Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
19143	Requires DPA to establish rules regarding vacation credit when employees have a break in service over six months.
19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

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

19861	Allows DPA to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
19862	Permits sick leave to be accumulated.
19862.1	Allows employees who enter civil service from an exempt position within six months to carry unused sick leave credits.
19863	Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
19864	Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
19866	Provides sick leave accumulation for non-civil service employees.
19143	Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six months.
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. Paid Leaves of Absence

19991.3	Jury duty.
19991.7	Teachers' educational leave and earned credits subject to DPA rule.

7. Uniforms, Work Clothes and Safety Equipment

19850	Definitions.
19850.1	Provides for uniform allowances.
19850.3	Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
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.

8. Industrial Disability Leave (IDL)

19869	Defines who is covered.
19870	Defines "IDL" and "full pay."
19871	Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
19871.1	Provides for continued benefits while on IDL.
19872	Prohibits payment of temporary disability or sick leave pay to employees on IDL.
19873	Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
19874	Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875	Requires three-day waiting period, unless hospitalized or disability more than 14 days.
19876	Payments contingent on medical certification and vocational rehabilitation.
19877	Authorizes DPA to adopt rules governing IDL.
19877.1	Sets effective date.

9. Non-Industrial Disability Insurance (NDI)

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

10. Life Insurance

20750.11	Provides for employer contributions.
21400	Establishes group term life insurance benefits.
21404	Provides for Death Benefit from PERS.
21405	Sets Death Benefit at $5,000 plus 50 percent of one year's salary.

11. Health Insurance

22870	Provides for employee and employer contribution.
22871	Sets employer contribution.

12. Workweek

19851	Sets 40-hour workweek and 8-hour day.
19843	Directs the DPA to establish and adjust workweek groups.

13. Overtime

19844	Directs DPA to establish rules regarding cash compensation and compensating time off.
19848	Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
19849	Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

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

14. Callback Time

19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.

15. Deferred Compensation

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

16. Relocation Expenses

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

17. 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.

18. Unpaid Leaves of Absence

19991.1 Allows the appointing power to grant a one-year leave of absence; assures the employee a right of return.

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

19991.3 Jury duty.

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.

19. Performance Reports

19992 Provides for establishment of performance standards by State agencies.

19992.1 Provides for a system of performance reports and allows DPA to enforce adherence to appropriate standards.

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

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by DPA rule.

19992.4 Allows DPA to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

19841	Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
19994.1	Authorizes involuntary transfers. Requires sixty (60) day prior written notice when transfer requires change in residence.
19994.2	Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

19143	Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six (6) months.
19997.2	Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
19997.3	Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
19997.8	Allows demotion in lieu of layoff.
19997.9	Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
19997.10	An employee displaced by an employee with return rights may demote in lieu of layoff.
19997.11	Establishes reemployment lists for laid-off or demoted employees.
19997.12	Guarantees same step of salary range upon recertification after layoff or demotion.
19997.13	Requires thirty (30) day written notice prior to layoff and not more than sixty (60) days after seniority computed.
19998	Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

22. Incompatible Activities

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

23. Use of State Time

19991	Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of DPA or SPB on certain matters.

24. Training

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

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

25. Voluntary Resignation

19996.1 Provides a procedure for appeals of voluntary resignations under certain circumstances subject to departmental rules.

19996.2 Establishes that absence without leave, voluntary or involuntary, for five (5) consecutive working days, is an automatic resignation from State service, as of the last date on which the employee worked.

APPENDIX D -- SPONSORSHIP

I. Calculation of rates of pay

Example 1: Position time base – full time. (Actual hours work variable. Hours scheduled by employer in accordance with school schedule and operational needs.)

Position salary	$1,200 (salary x 1)
Regular rate of pay	$ 6.92 ($1,200 divided by 173.33)
Overtime rate	$10.38 ($6.92 x 1.5)
Guaranteed weekly pay*	$276.93 [($1200 x 12) divided by 52]

Example 2: Position time base – ¾ time. (Actual hours worked variable. Hours scheduled by employer in accordance with school schedule and operational needs.)

Position salary	$900 ($1200 x .75)
Regular rate of pay	$ 6.92 [$900 divided by (173.33 x .75)]
Overtime rate	$10.38 ($6.92 x 1.5)
Guaranteed weekly pay*	$207.69 [($900 x 12) divided by 52]

*Paid bi-monthly depending on the job classification and payroll system.

II. Overtime determination

Example 1 Full-time sponsorship with an anticipated twenty (20) hour per week work schedule

Instance A Employee is scheduled and works twenty (20) hours per week during pay period. Employee receives guaranteed monthly pay.

Instance B During one week, the employee works twenty (20) regularly scheduled hours and an additional eight (8) hours due to operational needs. Employee receives guaranteed monthly pay. No additional compensation is warranted as 20 + 8 is less than 40.

Instance C During one week, the employee works twenty (20) regularly scheduled hours and an additional eight (8) hours because of operational needs. During this same week, the employee also attended seventeen (17) hours of clinical lab time at the sponsoring facility. The employee receives the guaranteed monthly pay and an additional five (5) hours of overtime pay. Overtime pay is required because 20 + 8 + 17 = 45 and the 5 hours over 40 are overtime hours.

Example 2 Three quarter (¾) time sponsorship with a twenty (20) hour scheduled work week.

Instance A Employee is scheduled and works twenty (20) hours per week during pay period. Employee receives the guaranteed monthly pay of a ¾ time position.

Instance B During one week, the employee works twenty (20) regularly scheduled hours and an additional twelve (12) hours due to operational needs. Employee receives the guaranteed monthly pay and an additional two (2) hours pay at the regular rate of pay.

This additional two (2) hours at the regular rate of pay is required because 20 + 12 = 32 which is less than forty (40) but two (2) hours more than the thirty (30) hours provided for in the ¾ time agreement.

Instance C

During one week, the employee works twenty (20) regularly scheduled hours and an additional twelve (12) hours because of operational need. During this same week, the employee also attended 17 hours of clinical lab time at the sponsoring facility. The employee receives the guaranteed monthly pay, an additional 10 hours at the regular rate of pay, and 9 hours of overtime pay. The additional compensation is required because 20 + 12 + 17 = 49 hours which is 10 hours more than the 30 required by the ¾ time position and an additional 9 over 40 requiring overtime compensation.

Instance D

During one week, the employee works 20 regularly scheduled hours and an additional 12 hours because of operational need. During this same week, the employee also attended 17 hours of clinical lab time at a training site other than the sponsoring facility. The employee receives the guaranteed monthly pay and an additional 2 hours at the regular rate of pay as in B above. This compensation is required because 20 + 12 = 32 which is 2 more hours than required by a ¾ time position and clinical hours at sites other than the sponsoring facility are not included in the determination of when overtime is due.

APPENDIX E -- SAMPLE CONTRACT

INDIVIDUAL EMPLOYEE CAREER TRAINING SPONSORSHIP AGREEMENT

between

_____ DEVELOPMENTAL CENTER

and

(John E. Doe)

PREAMBLE

SPONSORSHIP DEFINED:

It is an employment relationship with the appointing developmental center whereby a new hire or current employee (hereafter "trainee") is provided a career training opportunity to obtain licensure in the occupation of Psychiatric Technician via a guaranteed weekly salary paid bimonthly (or monthly depending on the job classification) sufficient to allow/motivate the trainee to work part-time and attend an educational institution through completion for licensure.

The terms of the sponsorship agreement are as follows:

1. John E. Doe (hereafter "trainee") and _____ Developmental Center agree to enter into a sponsorship employment relationship.

    1a. This sponsorship relationship may be reviewed, renewed, or amended periodically, i.e., annually, and each school semester, or each school year depending on progress in the Educational Institutional Program and all other merit / nonmerit employment requirements.

2. The trainee agrees to enroll in an educational institution, (Mission Valley Community College) leading to licensure in the occupation of _____.

    2a. The trainee shall maintain enrollment in the educational institution through completion of _____ training program during sponsorship.

3. _____ Developmental Center agrees to sponsor the training with a guaranteed weekly salary paid bimonthly and sufficient to allow and motivate the trainee to work part time and attend _____ training program.[1]

    3a. The guaranteed weekly salary is_____. It is paid bimonthly.

    3b. The regular rate of pay is _____ per hour for all actual hours worked up to 40 hours per week.

    3c. The overtime rate is calculated for all actual hours worked after 40 hours per week. The overtime rate is 1½ times the regular rate of pay ($xx.00 = RRP x 1½).

4. The trainee agrees to work part-time (16 to 24 hours per week dependent on school program) and attend the educational institution as agreed to above.

    4a. During the school training, the trainee is required to perform clinical/practice time, hereafter lab time, to apply classroom training

in applicable clinical settings i.e., hospital, mental health clinics and other related facilities.

4b. Lab time is unpaid and not counted as actual hours worked for the purpose of overtime calculation and liability but is an extension of the school training curriculum.

4c. The only exception to 4b. exists when the lab time is performed at the sponsoring DC, _____ Developmental Center.

4c (1) Lab time performed at Developmental Center is unpaid but is counted toward lab time combined with _____ exceeds its time base and is under 40 hours. The sponsoring facility agrees to pay the trainee the RRP up to 40 hours per week, and the overtime rate after 40 hours per week.

5. The trainee agrees to work at the sponsoring facility when school is not in session, break periods and school holidays.

5a. Work at the sponsoring facility is unpaid since the trainee is paid a guaranteed weekly salary.

5a (1) Except, if required to work beyond their respective time base. The rate of pay is dependent on the time base of employment and the total number of hours performed during the work week for determination of additional compensation whether at the RRP and on overtime rate after 40 hours worked.

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1 Guaranteed weekly salary, regular rate of pay and overtime rate is dependent on the time base of position the trainee is hired upon.

Side Letter #1 – Alternate Retirement Plan (ARP)

The Department of Department of Developmental Services will gather appropriate data that will assist CalPERS in determining the cost, if any, for extending Industrial Disability retirement benefit to employees covered by ARP. The data will be shared with CalPERS for a determination. Following such determination, the information will be shared with CAPT, and upon request, the parties will meet and confer over the extension of this benefit for employees covered under ARP. The extension of any benefits shall require mutual agreement.

Side Letter #2 – Organ or Bone Marrow Donation

Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. Therefore, this Side Letter is intended to extend the following leave 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 while 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, NDI, 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 his/her former position.

Side Letter #3 – Paid Time Off: Precinct Election Board

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

Bargaining Unit 18
Signature Page

FOR THE CALIFORNIA ASSOCIATION OF PSYCHIATRIC TECHNICIANS

Ken Murch, Chief Negotiator

Tony Myers, State President

Brad Whitehead, Acting State Vice President
Lanterman Chapter

Bradford T. Leggs, State Secretary-Treasurer
Napa Chapter

Paul Hannula, Atascadero Chapter

Juan Nolasco, Coalinga Chapter

John Sinaga, Community Facilities Chapter

J. Chris Jenkins, Corrections Chapter

Paul Alizaga, Fairview Chapter

Eric Soto, Metropolitan Chapter

Mark Cruz, Patton Chapter

Mike Simental, Porterville Chapter

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