Agreement

Between

State of California

And

CAUSE Statewide Law Enforcement Association

covering

BARGAINING UNIT 7
PROTECTIVE SERVICES AND PUBLIC SAFETY

Effective

July 1, 2005, through June 30, 2008

CAUSE STATEWIDE LAW ENFORCEMENT ASSOCIATION BARGAINING UNIT 7
PROTECTIVE SERVICES AND PUBLIC SAFETY

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PREAMBLE

This CONTRACT, hereafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to sections 19815 and 3517 of the Government Code, and the CAUSE Statewide Law Enforcement Association, hereafter referred to as CAUSE, has as its purpose the promotion of harmonious labor relations between the State and CAUSE; 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 "Contract" as used herein means the written Agreement provided under section 3517.5 of the Government Code.

ARTICLE 1 – RECOGNITION

1.1 Recognition

A. Pursuant to Public Employment Relations Board certification S-SR-7, the State recognizes CAUSE as the exclusive negotiating agent for all employees in the Protective Services and Public Safety Unit 7.

B. Pursuant to Government Code sections 19815.5 and 3517, CAUSE 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 Contract.

ARTICLE 2 – CAUSE RIGHTS

2.1 CAUSE Representatives

A. The State recognizes and agrees to deal with designated representatives of CAUSE on all matters relating to grievances. On all other matters, the State agrees to deal only with CAUSE staff representatives or Unit 7 employees who have been specifically authorized by CAUSE to handle such matters.

B. A written list of CAUSE representatives serving each work location, listed by department, shall be furnished to the State immediately after their designation, and CAUSE shall notify the State promptly of any change of CAUSE representatives. CAUSE representatives shall not be recognized by the State until such lists or changes thereto are received. There shall be no more than one (1) CAUSE representative and, at CAUSE's option, two (2) alternates per department per work location, provided however, that in work locations where Unit 7 employees work a twenty-four (24) hour multiple shift schedule, and there are more than fifteen (15) Unit 7 employees employed at the work location, there shall be no more than one (1) CAUSE representative and, at CAUSE's option, one (1) alternate per shift per work location. CAUSE shall, at the request of the State, designate a Chief Representative at such multiple shift locations.

C. Upon request of an aggrieved Unit 7 employee, a CAUSE representative may investigate the grievance, provided it is in his/her regular work location, and assist in its presentation. He/she shall be allowed reasonable release time for the purpose of representing aggrieved employees in Unit 7 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor. Approval shall not be unreasonably denied. The aggrieved employee shall also be allowed reasonable release time to confer with his/her representative and present his/her grievance during working hours without loss of compensation.

D. Upon request of a Unit 7 employee who is the subject of an investigation, a CAUSE representative shall be allowed reasonable release time for the purpose of representing Unit 7 employees in Internal Affairs Investigations and "Skelly" hearings during working hours without loss of compensation, subject to prior notification and approval of his/her immediate supervisor. Employees exercising their “Skelly” rights shall be granted reasonable release time to confer with a representative and to make the “Skelly” presentation during working hours and without loss of compensation.

2.2 Access

CAUSE representatives shall have access to employees for purposes related to the administration of this Contract. Access shall not interfere with the work of the employees. CAUSE representatives seeking access to employees shall notify the department head or designee prior to contacting employees during work time. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, patient care or patient privacy. However, access shall not be unreasonably denied for failure to provide advance notice. Whenever access is restricted other reasonable accommodations shall be made.

2.3 Bulletin Boards

A. CAUSE and/or CAUSE Affiliates shall have access to employee organization bulletin boards at all work sites with Unit 7 employees to post materials related to CAUSE activities. Any materials posted must be dated and initialed by the CAUSE representative responsible for the posting.

B. The appropriate department shall provide reasonable bulletin board space for the exclusive use of CAUSE activities. However, at its option and expense, CAUSE may provide and install at one or more facilities a bulletin board (with optional cover and lock) not to exceed 36" x 48" in size and to be placed in a location to be determined by the facility manager.

C. CAUSE agrees that materials posted shall conform to existing DPA guidelines.

2.4 Use of State Facilities

A. The State shall continue to permit use of certain facilities for CAUSE meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required, CAUSE shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities incurred as a result of CAUSE's use of such State facilities. Such costs shall not exceed those applied to other users. CAUSE agrees to leave used facilities in the condition in which they were found.

B. CAUSE representatives and Unit 7 Members shall be permitted minimal and incidental use of State equipment (such as telephone, fax, copy machines and the internet) for representational activities if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business. Representational activities shall not include political or partisan activities and emails shall not be used for mass mailings.

2.5 Orientation

A. Up to one (1) hour shall be made available during the orientation of employees new to Unit 7 for orientation to the collective bargaining Contract. In each such instance, a representative designated by CAUSE shall conduct such orientation to the Contract and all CAUSE functions and services.

B. If a department does not hold an orientation within three (3) months of hire, CAUSE shall have the right to hold the orientation at CAUSE's option, but will schedule the orientation so as not to disrupt operations.

2.6 No Reprisals

The State and CAUSE shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract.

2.7 Holiday Excess Time

Use of accumulated Holiday Credit or Excess Time as defined in PTM 656 which exceeds the department minimum, shall not be unreasonably denied for use in conjunction with or in lieu of vacation.

2.8 Employee Donated Release Time Bank

A. Each department with Unit 7 employees shall establish a release time bank. The purpose of the release time bank is to allow Unit 7 employees to voluntarily contribute CTO hours, holiday credits, excess time which exceeds departmental minimum, personal leave time and annual leave, or vacation credits to be used by Unit 7 employees identified by CAUSE for purposes related to employee organization matters not conflicting with the operations of the State employer. The use of the release time bank is subject to reasonable advance notice. The department shall reasonably grant requested release time based on operating needs.

B. For purposes of this section, all hours shall be treated as equal.

C. Employees shall execute necessary forms and utilize a code number (to be established by each department) on their attendance form to authorize transfer of existing leave credits consistent with (a) above to withdraw time from the release time bank in increments of one (1) hour. Employees may donate anytime with time credited during the last ten (10) working days of each quarter or anytime they are ordered to reduce their CTO balances.

D. Upon request from CAUSE, departments shall make available their records of employee donations and withdrawals for reconciliation purposes.

E. Release time may be transferred between bureaus, divisions, programs, etc. of each department.

F. Time may be donated by Unit 7 employees across departmental lines, and cross lines of boards and bureaus to a departmental release time bank.

2.9 Employee Personal Release Time

A. Employees in Unit 7 may use vacation, holiday credit, compensating time off, annual leave, personal leave, excess time which exceeds the department minimum, or absence without pay for purposes related to employee organization matters provided such time away from the job does not interfere with the employer's efficient operations. Employees must request release from the appropriate staff manager or designee, and such release time shall not be unreasonably denied.

B. Employees may request the department head's approval for leave without pay for up to one (1) year for purposes related to employee organization matters. Such leave without pay will not unreasonably be withheld.

2.10 Union Release Time Bank

A. The State Employer and CAUSE agree that during the term of this Agreement:

1. CAUSE shall be granted up to seventeen hundred (1700) hours of release time per year for use by authorized CAUSE representatives to attend to CAUSE organizational matters which do not conflict with the operations of the State Employer; and

2. Release time must be taken in no less than two (2) hour increments; and

3. The approval and use of release time shall be subject to reasonable advance notice and the operational needs of the department; and

4. Requests for release time shall be made in writing on a form provided by the department; and

5. Use of such time shall not be unreasonably denied.

2.11 Officer Release Time

The CAUSE president and one other Unit 7 employee, designated by CAUSE, shall be granted full State release time for purposes of representing the unit members as well as administering and policing the terms and conditions of this contract.

ARTICLE 3 - DUES DEDUCTION/ORGANIZATIONAL SECURITY

3.1 Union Security

A. The State agrees to deduct and transmit to CAUSE all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union the State agrees to deduct and transmit to the Union Fair Share fees from State employees in Unit 7 who do not become members of CAUSE. The State and CAUSE agree that a system of authorized dues deductions and a system of Fair Share deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. A written authorization for CAUSE dues deductions in effect on the effective date of this Contract or thereafter submitted shall continue in full force and effect during the life of this Contract; provided, however, that any employee may withdraw from CAUSE by sending a signed withdrawal letter to CAUSE within thirty (30) calendar days prior to the expiration of this Contract. Employees who withdraw from CAUSE under this provision shall be subject to paying a CAUSE Fair Share fee as provided above.

2. The amount of membership dues, Fair Share fees and other lawful deductions shall be set by CAUSE and changed by the State upon written notice from CAUSE. CAUSE agrees to notice all affected employees any time there is a change in membership dues, Fair Share fees or other deductions.

3. CAUSE agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check-off for CAUSE deductions. CAUSE further agrees that the State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of Fair Share fees and CAUSE agrees to hold the State employer harmless for any such action. Under no circumstances is membership in CAUSE or payment of CAUSE Fair Share fees a condition of State employment for employees covered by this Contract.

4. Pursuant to Government Code section 3515.7(c), any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CAUSE. That employee, in lieu of a membership fee or a Fair Share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the Fair Share fee to a nonreligious, nonlabor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

   If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CAUSE, CAUSE may charge the employee for the reasonable cost of such representation.

5. An employee who pays a Fair Share fee shall be entitled to fair and impartial representation by CAUSE. A breach of this duty shall be deemed to have occurred if CAUSE's conduct in representation is arbitrary, discriminatory, or in bad faith.

6. CAUSE agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 7, within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CAUSE. In the event of failure to comply with this section, any employee or the State employer in Unit 7 may petition the PERB for an order compelling compliance.

7. CAUSE agrees to notify any State employee who pays a Fair Share fee, and who has not previously received such notification, of his/her right to demand and receive from CAUSE a return of any part of that fee paid by him/her which represents the employee's traditional pro rated share of expenditures by CAUSE that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CAUSE.

8. A Fair Share form of organizational security enacted pursuant to this section may be rescinded by a majority of those votes cast by employees in Unit 7, provided that:

   a. A request for such a vote is supported by a petition containing the signature of at least thirty percent (30%) of the permanent full-time employees in the unit;

   b. The vote is by secret ballot; and

   c. The vote may be taken at any time during the term of this Agreement.

   If the PERB determines that the appropriate number of signatures have been collected, it shall conduct the vote in a manner which it shall prescribe.

9. CAUSE agrees to fulfill the administrative requirements of the State Controller's Office in conjunction with this provision, and to pay administrative costs incurred by the State Controller, consistent with the provisions of Government Code 1153, section B, provided however, that any increase in such costs shall be applied to CAUSE on a basis consistent with their applications to other recognized bargaining agents.

10. No provisions of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.

3.2 Resolution of Fair Share/Dues Deduction Problems

During the life of this Agreement, upon request of the Union, the State Controller and DPA agree to meet to discuss problems associated with fair share/dues deduction, including the collection of union dues or fees for CAUSE from Unit 7 employees who are paid semi-monthly.

3.3 Release of Home Addresses

A. Home Addresses - Generally

Consistent with PERB regulations and State law, the State shall continue to provide CAUSE with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires.

Notwithstanding any other provision of this agreement, any employee may have his/her home address withheld from the union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding By Non-Law Enforcement Related Employees

Effective one month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 7 employees who perform non-law enforcement related functions with the option of having their home address withheld from CAUSE. Instead, employees who perform non-law enforcement related functions will, upon request, be given a separate form by their appointing power that permits two choices: (1) withhold their address from CAUSE, or (2) to cancel a previous withhold request thereby permitting release of their home address to CAUSE.

C. Home Address Withhold Notification to Non-Law Enforcement Related Employees

Within one month following ratification of this agreement by both parties, the State will send a letter to all Unit 7 employees who perform non-law enforcement related functions who have previously requested that their home address remain confidential. The letter will provide said employees with the option to cancel their previous withhold request thereby permitting release of their home address to CAUSE. Home address withhold requests from employees who do not respond to the letter will continue to be honored by the parties.

D. Release and Use of Addresses

The State Controller's Office will send CAUSE a list of all Unit 7 employees who, pursuant to subsection (C) above, either did not respond or responded by indicating they wanted to continue withholding their home address from CAUSE. The State Controller's Office will also send CAUSE a list of all Unit 7 employees who perform law enforcement related functions (if any). Said list(s) will contain the employee's name, agency and reporting Unit 7.

E. Home Address Mailing By The State

The State will annually mail HUDSON notices and union information to the home address of non-member law enforcement related employees, and non-member non-law enforcement employees who have requested their home addresses be withheld from CAUSE. Said material shall be provided by CAUSE. The cost of this mailing shall be paid for by CAUSE. CAUSE agrees to hold the State harmless for any annual mail that does not reach Unit 7 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by CAUSE. CAUSE shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any outside person, entity or organization. Employee addresses shall only be used by CAUSE for representational purposes.

G. Nature of Material

CAUSE agrees that any literature mailed to non-member employees regarding release of home addresses will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union.

H. Cost Reimbursable

CAUSE agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address file on a monthly basis.

I. Hold Harmless and Indemnification

Notwithstanding any other provision of this agreement, CAUSE agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless and to indemnify them for costs and fees they incur in defending challenges of any nature arising as a result of this section of the agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Management Rights

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

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

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

ARTICLE 5 – GENERAL PROVISIONS

5.1 No-Strike

A. During the term of this Contract, neither CAUSE or its agents or any Bargaining Unit 7 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

B. CAUSE 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 any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

C. The State may discharge, suspend, demote, or otherwise discipline any employee who violates this section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this section.

5.2 Supersession

A. The following Government Code sections and current rules pertaining thereto are hereby incorporated into this Contract. However, if any other provision of this Contract is in conflict with any of the Government Code sections listed below, such Contract provision shall be controlling. The Government Code sections listed below are cited in section 3517.6 of the Ralph C. Dills Act.

1. General

19824	Establishes monthly pay periods.
19839	Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

2. Step Increases

19829	Requires DPA to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual merit salary adjustments (MSA) for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two (2) years when MSAs are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specific 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 absences of ten (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 (6) 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 of sick leave credits of absences of ten (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 (6) months to carry unused sick leave credit.
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 (6) 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.
19991.5	Thirty (30) days education leave for the medical staff and medical technicians of the Veterans' Home.

7. Uniforms, Work Clothes, and Safety Equipment

19850.1	Provides for uniform allowance.
19850.3	Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
19850.4	Provides for guidelines for furnishing, maintenance, ownership and replacement of work clothes for State employees.

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 (3) day waiting period, unless hospitalized or disabled more than fourteen (14) days.
19876	Provides for 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. Health Insurance

22825	Provides for employee and employer contribution.
22825.1	Sets employer contribution.

11. Workweek

19851	Sets forty (40) hour workweek and eight (8) hour day.
19843	Directs the DPA to establish and adjust workweek

groups.

12. Overtime

19844	Directs DPA to establish rules regarding cash compensation and compensating time off.
19845	Authorizes the department to provide overtime payments as prescribed by the Fair Labor Standards Act to State employees, notwithstanding any other provision in the Government Code.
19848	Permits the granting of compensating time off in lieu of cash compensation within twelve (12) calendar months after overtime worked.
19849	Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
19849.4	Provides for expenses as limited by the department for overtime work and travel when the employee is working at his/her headquarters.
19863	Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. Callback Time

19849.1	Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.

14. Deferred Compensation

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

15. Relocation Expenses

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

16. Travel Expenses

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

17. Unpaid Leaves of Absence

19991.1	Allows the appointing power to grant a one (1) year leave of absence; assures the employee a right of

return.

19991.2	Allows the appointing power to grant a two (2) 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 (1) year of pregnancy leave or less as required by a permanent female employee.

18. 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 competition and compensation or dismissal for unsatisfactory service.

19. Involuntary Transfers

19841	Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
19994.1	Authorizes involuntary transfers. Requires sixty (60) days prior written notice when transfer requires change in residence.
19994.2	Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.
19994.4	Provides for the filing and time for making protests with the appointing power.

20. Demotion and Layoff

19143	Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six (6) months.
19837	Authorizes payment above maximum rate of class.
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 the 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) days 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.

21. Incompatible Activities

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

22. 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 at DPA or SPB on certain matters.

23. Training

19995.1	Provides for the prescription of conditions for training of State employees.
19995.2	Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.
19995.3	Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

5.3 Publication of Contract

Each party shall be responsible for publishing the Contract to meet its own needs.

5.4 Severance

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

5.5 Non-Discrimination

A. The State employer and CAUSE agree that neither party will discriminate against any Unit 7 employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical handicap, sexual orientation, or political affiliation, and agree to take such action as necessary to assure that this purpose is achieved.

B. Alleged violations of this section shall not be grievable under the grievance procedure contained in Article 6 of this Contract. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure.

5.6 Department Defined

For the purposes of this contract, in recognition of the statutory constraints governing the Department of Consumer Affairs, the word "department" shall mean each Board, Commission, Committee or other similarly constituted body exercising powers within the Department of Consumer Affairs.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

6.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

6.2 Definition

A. A grievance is a dispute of one or more employees, or a dispute between the State and CAUSE involving the interpretation, application, or enforcement of the express terms of this Contract.

B. A complaint is a dispute of one or more employees involved in the application or interpretation of a rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.

C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

D. As used in this procedure, the term "party" means CAUSE, an employee, or the State.

E. A "CAUSE Representative" refers to an employee designated as a CAUSE steward or a paid staff representative.

6.3 Time Limits

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

6.4 Waiver of Steps

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

6.5 Presentation

Upon mutual agreement of the parties, a grievance conference may be held at any step of the grievance procedure. If a grievance conference is scheduled, the grievant and/or his/her CAUSE representative may attend without loss of compensation.

6.6 Employee Rights

A. Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without the approval of CAUSE.

B. CAUSE shall be provided copies of all 3rd level grievance responses. Such responses shall be mailed to CAUSE headquarters.

6.7 Informal Discussion

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

6.8 Formal Grievance - Step 1

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:

   1. Fourteen (14) calendar days after the event or circumstances occasioning the grievance; or after the employee should reasonably have been aware of the event or circumstances occasioning the grievance; or

   2. Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

D. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

6.9 Formal Grievance - Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

6.10 Formal Grievance - Step 3

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

6.11 Formal Grievance- Step 4

A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

6.12 Response

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

6.13 Formal Grievance - Step 5

A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after the 4th level response, CAUSE shall have the right to submit the grievance to arbitration.

B. In an attempt to settle and resolve grievances prior to selection of an arbitrator, the State and the union may agree to meet at the next regularly scheduled pre-arbitration settlement meeting. The purpose of these meetings is to attempt to resolve all pending grievances prior to proceeding to arbitration. Both parties agree that their representatives will be limited to three (3) and will have the authority to sign settlement agreements. If no agreement is reached, within fourteen (14) calendar days of the meeting, CAUSE shall notify the State in writing that it is requesting to meet with DPA to jointly select an arbitrator. If no request is forwarded, the grievance shall be deemed withdrawn. After the Union requests to select an arbitrator, the State shall have 40 days to review the case prior to selecting an arbitrator.

C. If no agreement is reached on the selection of an arbitrator within thirty (30) calendar days, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of nine (9) arbitrators from which the parties, with the State going first, shall alternately strike names until one name remains and this person shall be the arbitrator.

D. 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.

E. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

F. The arbitrator shall not have the power to add to, subtract from or modify this Contract. Only grievances as defined in section 6.2(a) of this Article shall be subject to Arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.14 Health and Safety Grievances

A. It is the policy of the State employer to provide reasonable safeguards for the protection of the health and safety of all employees.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the worksite as free from danger to the life, safety or health of employees as the nature of the work permits.

C. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.

D. Nothing in this procedure shall be interpreted as an authorization to fail to follow orders or instructions. Departmental orders and State policy require that orders be obeyed promptly even where inherent risk is involved or where the employee does not personally agree with the order.

E. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes a danger to their safety and health.

F. When the Union feels that there exists a clear and present danger of an imminent and severe threat to the health and safety of the employees, the union may invoke the Immediate Dispute Resolution-Health and Safety provision in Article 6.15 of this contract. When an employee in good faith believes that an otherwise unsafe condition exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the unsafe conditions exist, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance - Step 2

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

   b. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

2. Health and Safety Grievance - Step 3

   a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

   b. Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

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

G. If the grievance cannot be resolved at Step 4, within thirty (30) calendar days after receipt of the fourth step response the Union may submit the grievance to arbitration pursuant to Step 5 of the grievance section of this contract. The selection of the arbitrator shall be in accordance with the grievance and arbitration section of this contract.

6.15 Immediate Dispute Resolution-Health and Safety

A. When the union believes that there exists a clear and present danger of an imminent and severe threat to the health and safety of Unit 7 employees and the elimination of that danger cannot be accomplished at the local level, CAUSE may invoke the provisions of this section as follows:

   1. Within 48 Monday through Friday hours of becoming aware of the alleged threat CAUSE may contact the department's Labor Relations Officer with specific information regarding the alleged threat to the health and/or safety of the employees. Contact at DMH and DDS shall be made at the facility level.

   2. The Labor Relations Officer may resolve the dispute or may refer the matter down to a lower management level.

   3. If the dispute is referred to a lower management level, CAUSE will commence informal discussions at the designated level within 24 Monday through Friday hours.

   4. The Labor Relations Officer may also participate in any informal discussion at any time.

   5. If a mutual resolution is not achieved within 48 Monday through Friday hours from the time the dispute was referred to the lower management level CAUSE may request informal talks with level 3 of the grievance and arbitration procedure.

   6. If a mutual resolution is not achieved within 24 Monday through Friday hours of the dispute being presented at level 3, CAUSE may present the dispute to the Department of Personnel Administration.

7. If a mutual resolution is not achieved within 24 Monday through Friday hours of the dispute being presented at that level, CAUSE may request the dispute be submitted to immediate arbitration.
8. The State shall request the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to the parties a panel of 5 names. The first arbitrator, who can be available for arbitration within 10 calendar days of the date the list is provided, or on a date mutually agreed to by the parties, shall be selected. CAUSE shall make the first selection, and the parties shall thereafter alternately make selections until an arbitrator is available or the panel is exhausted, a second panel shall be requested.
9. The arbitrator shall have no authority to add to, delete or otherwise alter any provision of the contract, but shall limit the decision to the facts and circumstances as provided at arbitration.
10. The arbitrator shall make a decision solely on any written record previously submitted by the parties, with each party also providing a copy to the other party, on any oral presentation, and on any documentation submitted at arbitration. Only the arbitrator may ask questions of the other party. Statements of witnesses may be submitted in the form of an affidavit.
11. The Arbitrator shall make a bench decision which is binding on the parties.
12. The costs of the arbitration shall be borne equally by the parties.

B. It is understood that references to health and safety conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.

C. Time limits may be extended at any step by mutual agreement of the parties.

D. The parties agree that the intent of this procedure is to provide an avenue for urgent communications between the parties at the appropriate level in order to timely clear up misunderstandings that may seriously affect employees.

6.16 Mini-arbitration Procedure

A. The Mini-arbitration procedure is established as a means of resolving one or more contract disputes through a shortened or "mini" arbitration procedure.

B. A Mini-arbitration may be held on any dispute mutually agreed to by the parties. All Mini-arbitrations shall be held in Sacramento, or a location mutually agreed upon by the parties. The Mini-arbitration process shall be initiated by CAUSE sending a Mini-arbitration request to the Department of Personnel Administration within twenty-one (21) calendar days of the level 4 response.

C. The arbitrator shall be selected using the procedure set out in Article 6 of this contract.

D. Only the grievant and his/her representative and no more than two (2) management representatives may appear before the arbitrator. The arbitrator shall decide the case on any oral presentation by the parties and the written record, including the grievance, the responses and any other documentation submitted at the arbitration. Witness statements may be submitted in the form of an affidavit. Each party shall have up to thirty (30) minutes to present the case. Only the arbitrator may ask questions of the parties.

E. The arbitrator shall issue a bench decision. The decision shall be final and binding, and shall have no precedential value.

F. The arbitrator shall have no authority to add, to delete, or otherwise alter any provision of this contract or any agreements supplementary to it.

G. The cost of the Mini-arbitration shall be borne equally by the State and the Union.

H. The grievant shall be allowed to attend the Mini-arbitration without loss of compensation.

6.17 Performance Grievance

Notwithstanding any other provision in this contract, performance appraisals and performance standards may be grievable up to the third level of the grievance process.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Shifts and Days Off Scheduling

A. Insofar as this policy does not adversely affect or interfere with the efficient performance, cost or levels of service based on employee skills, abilities, training needs and corrective actions, it shall be the policy of the State to allow Unit 7 employees to bid on shift and days off based on seniority within their classification at the respective work location.

A shift shall be defined as "actual regularly scheduled hours of work". The employer shall endeavor to have all shift and days off bidding completed so that the work schedule can be posted two (2) weeks prior to the start of the upcoming work schedule, but in no case less than seven (7) calendar days prior.

This policy only applies to locations where employees have fixed shifts and/or fixed days off.

B. Seniority - California Highway Patrol Public Safety Dispatcher I and II

Seniority for vacation scheduling and voluntary transfers, and for shift assignments and days off in all areas, shall be based on departmental seniority within classification. CHP shall maintain current practice and meet and confer over the impact of any change in practices. Those areas wishing to utilize a shift rotation and/or regular day off rotation program can do so by a majority vote of those involved.

Departmental seniority within classification is defined as: Total departmental service in the classification. Service in a Public Service Employment (CETA) position performing the duties of a Public Safety Dispatcher (Service Desk Operator) prior to July 1, 1982, provided such service was immediately followed by a civil service appointment to Public Safety Dispatcher shall be considered time in classification.

Ties in departmental seniority within classifications shall be broken by:

1. Seniority within Unit 7;
2. Longest continuous departmental service regardless of classification;
3. State service seniority.
4. The highest social security number (last four digits) signifies highest seniority.

C. Seniority - Department of Parks and Recreation

1. Seniority for bidding on shifts and days off in the Department of Parks and Recreation shall be by class seniority in the scheduling location in accordance with current practices.
2. Ties in seniority will be broken in order by:
   - State service seniority
   - a single coin toss
3. Employees shall not be subject to the post and bid scheduling system during their probationary period.

D. Shift Changes

1. The employer shall endeavor to provide fourteen (14) calendar days advance notice when an employee's shift is permanently changed. In no case shall there be less than seven (7) calendar days notice. Permanent means a change lasting thirty (30) calendar days or more. For changes lasting less than thirty (30) calendar days, the State shall provide twenty-four (24) hours advance notice.
2. These notice requirements shall not be applicable in those work settings where employees routinely change shifts.
3. In case of an emergency or other unanticipated operational need, notice requirements shall not apply to a non-permanent change.

E. Split days off

Absent an operational need, an employee’s regularly assigned days off shall not be split without the agreement of the employee. Parties agree that operational need does not include splitting the days for training purposes.

7.2 Alternate Work Schedules and Flexible Work Hours

A. Unless otherwise specified herein, the regular workweek of full-time Unit 7 employees shall be forty (40) hours and the regular work shift shall be eight (8) hours. The State may establish, pursuant to an operational need or a request from CAUSE, alternate work schedules for Unit 7 employees.

   Once established, this schedule, absent an emergency, shall not be changed without thirty (30) calendar days notice. CAUSE, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

B. The State may establish, pursuant to an operational need or a request by either a CAUSE representative or an employee, flexible work hours. Unit 7 employees who are placed on flexible work hours will comply with reasonable procedures established by his/her department.

   Once established, this schedule, absent an emergency, shall not be changed without thirty (30) calendar days notice. CAUSE, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

C. Employees currently working an alternate work schedule shall not have their schedules arbitrarily or capriciously revoked or amended pursuant to A. above.

D. This provision covers "alternate work schedules" and "flexible work hours" defined as follows: An "alternate work schedule" is a fixed work schedule other than standard work hours as defined in (A) above (such as but not limited to the 4-10-40 and or 9-8-80). "Flexible work hours" is a work schedule which allows for the change of work schedules on a daily basis but with fixed core hours.

E. When the State assigns employees for thirty (30) calendar days or more to an alternate work schedule/flexible work hours, and when such schedule is involuntarily assigned the State shall provide CAUSE thirty (30) days notice. CAUSE, if requested, shall be given the opportunity to meet and confer over the impact of the change.

F. For the CHP, the December 23, 1998, contract interpretation memorandum, entitled Alternate Workweek Plan-Communications Center, shall apply and is therefore incorporated into this Contract as Attachment A.

7.3 Exchanging Days Off or Hours of Work

A. Unit 7 employees shall be permitted to exchange hours of work or days off with other employees in the same classification, performing the same type of duties within the same work location and working the same workweek schedule, provided:

   1. The employees provide their supervisor(s) with a written notice of the exchange at least twenty-four (24) hours prior to the exchange;

2. The supervisor(s) approve the exchange; approvals shall not unreasonably be withheld.

   An employee is entitled to exchange no more than two (2) days or shifts within his/her regularly scheduled workweek; however, the employer may grant additional exchange days. The employees exchanging hours of work shall waive consideration for any additional compensation (e.g.: overtime, holiday credit/pay, shift differential) which they would not have otherwise received. An exchange between two employees is counted as only one exchange per employee.

B. Exchanges shall not be denied without a work related reason. If an exchange is denied, the supervisor shall, upon request, provide the affected employee with written reason for the denial.

C. All swaps must be paid back with 90 calendar days. However, it is not the employer's responsibility to ensure repayment of swaps.

D. Probationary Unit 7 employees normally shall not be allowed to exchange hours of work with other employees during their probationary period.

7.4 Rest Periods (Public Safety Dispatchers)

A. Rest Periods, Public Safety Dispatchers

1. The State may grant Public Safety Dispatchers on an eight (8) hour or twelve (12) hour work day a rest period of fifteen (15) minutes for each four (4) hours of a working period. Public Safety Dispatchers on a 4-10-40 alternate work schedule may be granted a twenty (20) minute rest period within each work period of four (4) or more straight hours of work. Rest periods shall not be granted during the first or last hour of a work period.

2. CHP Public Safety Dispatchers should take rest periods as described above and as circumstances permit. However, if operating needs cause the Public Safety Dispatcher to miss two (2) of the break periods in their entirety (at least thirty minutes), he/she shall be compensated for one-half (1/2) hour at the rate of one-and-one-half (1-1/2) times the hourly rate of pay.

7.5 Meal Periods

A. DPR uniformed peace officers may be assigned to a thirty (30) minute to sixty (60) minute unpaid lunch period. Time granted for the lunch period shall be exclusive of the number of hours an employee is required to work each shift. DPR uniformed peace officers shall not be required to be on duty during this lunch period.

B. Hospital Police Officers may be assigned to a thirty (30) minute unpaid lunch period at Metropolitan State Hospital. Time granted for the lunch period shall be exclusive of the number of hours an employee is required to work each shift. Hospital Police Officers shall not be required to be on duty during this lunch period. Shift start and stop times will be adjusted accordingly to accommodate such lunch periods.

7.6 Overtime Compensation

A. General

The State employer and CAUSE agree that the following provisions relating to overtime shall apply to members of Bargaining Unit 7.

a. Notwithstanding the definition of work under the FLSA, overtime is defined as permitted, ordered or authorized time worked in excess of the regularly scheduled workweek or work period. In order to be compensable by cash or compensating time off, overtime must be authorized in advance by the appropriate department director or designee, except in an emergency or unavoidable circumstances adversely affecting the operational need. This authorization must be confirmed in writing not later than ten (10) days after the pay period ends. Each department shall maintain complete and accurate records of all compensable overtime worked by its employees. If an employee works unauthorized hours, departments may provide for adjusting the employee's work schedule to ensure that overtime is not accrued. Nothing in this section shall be construed as an authorization for employees to work hours without proper prior approval or to restrict the department's authority to take administrative actions for violation of departmental policies.

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

c. Effective the first pay period following ratification by both parties sick leave shall not be counted as time worked for the purposes of overtime.

d. No employee who is considered a salaried employee (under FLSA and DOL regulations) shall have his/her salary reduced (docked) for absences of less than an entire day.

e. Compensation for overtime by cash payment or CTO may be made at the option of the appropriate department director or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

f. CTO may be accumulated up to a maximum of two hundred and forty (240) hours. At times when the accumulation of CTO totals two hundred and forty (240) hours and the employee is ordered to work overtime, the overtime worked shall be compensated by cash.

   Peace Officer/Firefighters Unit 7 employees may accumulate up to a maximum of four hundred eighty (480) hours of CTO.

g. Compensable time may be liquidated by compensating time off or cash at the employer's option. An employee may initiate a request and must be permitted to use time off within a reasonable period of making the request, if it does not unduly disrupt the operations of the agency. Management has the option to reduce accrued CTO by cash or required time off. When CTO time off is ordered, the employee shall be provided reasonable advance notice [at least twenty-four (24) hours] and not be ordered to take such time off in less than shift increments.

h. Notwithstanding any of the above, and subject only to (i) and (j) below, an employee's CTO balance shall not be reduced by cash payment or ordered compensating time off, below forty (40) hours without the written agreement of the employee. There shall be no requirement on either the State or any Unit 7 employee that CTO be liquidated within one (1) year of the date it was earned.

i. When an employee leaves the employment of one department and enters the employment of another department without a separation from service within the meaning of Government Code section 18005, the department the employee is leaving shall compensate or allow compensating time off for all compensable overtime to the employee's credit prior to transfer. The rate of compensation shall be an hourly equivalent based on the employee's monthly salary as of the date of transfer.

j. When an employee separates from State service, the department he/she is leaving shall compensate or allow compensating time off prior to separation. The rate of compensation shall be the hourly equivalent of the employee's monthly salary as of the date of separation.

k. Employees covered by the FLSA who are required to work in excess of forty (40) hours per week shall be compensated for overtime either by cash payment or compensating time off (CTO) in the following manner:

   (1) Cash compensation shall be at one and one-half (1-1/2) times the hourly rate.

   (2) Compensating time off shall be at one and one-half (1 1/2) hours for each overtime hour worked.

   (3) Overtime of at least one-quarter hour at any one time shall be compensated. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

l. Notwithstanding section (a) above, when an employee is called back to work after completing a full shift, or when an employee continues to work past the regular shift hours, if the overtime continues for six (6) hours or more the employee may, subject to the approval of the employer, apply those hours towards the employee's next shift of work if the next shift falls within the twenty-four (24) hours immediately following the shift in which the overtime was earned, if the shift falls within the FLSA workweek. If an employee does not work sufficient hours to cover all the hours of the following shift, the employee shall be entitled to use time from the employee's appropriate leave credits to make up the difference.

m. DPR Unit 7 employees must reduce their CTO balances to a balance of eighty (80) hours or less prior to transferring to another park district.

n. No charge for time off shall be made against the employee for the one (1) hour not worked by employees when Standard Time changes to Daylight Savings Time. Time shall be credited for the additional hour worked by employees when Daylight Savings Time reverts to Standard Time.

o. Department of Parks and Recreation Unit 7 employees attending training in the prescribed burn program or scuba dive program shall only receive State time for hours of training for which the employee was scheduled to work.

7.7 Overtime and Spikes – CCC

A. DISASTER ASSIGNMENT ONLY

For classes and positions in the California Conservation Corps with a duty week which includes working at a disaster site, the following shall apply:

1. The appointing power shall determine when an individual has been assigned to a disaster assignment utilizing the following criteria:

   a. A state of emergency is declared by the governor; limited to the area designated under the executive order; or

   b. Emergency fire fighter response assignments when dispatched by the California Department of Forestry and Fire Protection or U.S. Forest Service.

   c. Emergency response assignments when dispatched by the Office of Emergency Services.

   d. Emergency response assignments, designated as a disaster assignment, by the Director of the CCC, or his/her designee.

2. Employees assigned to a disaster will be compensated in the following manner:

   a. All hours physically worked at straight time compensation per day until the employee has physically worked forty (40) hours in one work week. All hours compensated after forty (40) will be compensated at time and one-half (1-1/2) the employee's hourly wage.

   b. The Conservationist I/II when assigned to a disaster may be released from duty. Employees who are relieved of their duties at the disaster will only be compensated for actual hours physically worked. Employees will not be compensated for hours while relieved from duty.

   c. Employees who are relieved of their duties and are called back to the disaster operation shall be compensated for travel time and all hours physically worked.

   d. If the employee is not released from duty, then the employee shall be compensated at sixteen (16) hours per day at straight time until the employee has physically worked forty (40) hours in one (1) workweek.

e. If the employee receives less than five (5) hours of uninterrupted sleep in a twenty-four (24) hour period the employee shall be compensated for the entire twenty-four (24) hours.

3. It is understood that the appointing power may assign staff to emergency situations not meeting the remote/non-remote criteria described below.

B. NON-DISASTER/NON-SPIKE ASSIGNMENT

For classes and positions in the California Conservation Corps with a minimum work day of eight (8) hours, excluding disaster and spike assignments, ordered duty hours in excess of forty (40) physically worked hours shall be compensated in accordance with the provisions of section 7.6 of this contract.

C. TEMPORARY SPIKE ASSIGNMENT ONLY

For classes and positions in the California Conservation Corps assigned to a temporary spike assignment the following shall apply:

1. Remote Spike Assignment - A spike which entails travel time of more than forty-five (45) minutes to/from lodging accommodations. Employees assigned to a remote spike assignment shall be compensated in the following manner:

   a. Sixteen (16) hours of straight time compensation per day until the employee has physically worked forty (40) hours in one (1) work week. All hours compensated after forty (40) hours shall be compensated at time and one-half (1-1/2) the employee's hourly wage.

   b. Eight (8) hours of uninterrupted sleep per day shall not be compensated. If the employee receives less than five (5) hours of uninterrupted sleep, then he/she shall be compensated for twenty-four (24) hours of actual work time.

   The employer agrees that a Conservationist I/II who is assigned to a spike shall not be replaced or re-assigned without cause or emergency until his/her crew's spike assignment is completed in order to avoid the payment of overtime under the Fair Labor Standards Act.

2. Non Remote Spike Assignment - A spike assignment which entails travel time of less than forty five (45) minutes to/from lodging accommodations. This section does not apply to C I/II training assignments. Employees assigned to a non remote spike shall be compensated in the following manner:

   a. Forty (40) hours at straight time and all travel time up to ninety (90) minutes per day at time and one half (1-1/2) the employee's hourly wage. All hours over forty (40) hours physically worked in a work week shall be paid at time and one half (1-1/2) the employee's regular hourly wage.

b. Employees who are assigned to a Monday-Friday non-remote spike and are not allowed to return home on Friday shall be compensated at the rate of nine (9) hours at time and one half (1-1/2) the employee's hourly wage for their regularly scheduled days off.

c. Employees assigned to a non remote spike assignment who are relieved of their duties upon completion of the work day shall not be held responsible for spike operations in his/her absence.

d. Employees who are relieved of their duties while assigned to a non remote spike and are called back to the spike operations shall be compensated for travel time and time actually worked.

e. If the employee is called back to the spike operation and receives less than five (5) hours of uninterrupted sleep for that twenty-four (24) hour period, then the employee shall be compensated for twenty-four (24) hours of actual work time.

3. Employees shall be assigned to no more than twenty (20) work days of spike in a sixty (60) calendar day period without the employee's consent.

4. Employees shall be provided with a thirty (30) day advance written notice of a spike assignment. An employee may waive this notice requirement.

5. The employer agrees that all spikes are temporary assignments.

D. FLSA LUNCH PERIOD-CCC

CCC Conservationists who remain responsible for the supervision of corps members during the lunch period shall be assigned to a thirty (30) to sixty (60) minute paid lunch period. The employer shall not shift this supervision of corps members to non Unit 7 employees during the lunch period to avoid this paid lunch period provision.

E. WORK WEEK SCHEDULES

The Employer may establish, pursuant to an operational need, a "flexible work week" schedule for classes and positions in the California Conservation Corps when assigned to a spike. "Flexible work week" is a work schedule which allows for changing of a regularly scheduled five (5) day week, eight (8) hours a day work schedule to a work schedule of more than eight (8) hours a day but at least forty (40) hours per week.

F. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

1. "Lodging accommodations" - a commercial establishment licensed to offer and accept payment for rooms.

2. "Uninterrupted sleep" - sleep that is not interrupted by a call to duty.

3. "Physically working" - all time during which an employee is required to be on duty or to be on the employer's premises or at a prescribed workplace.

G. COMPENSATION TYPE

Effective with the signing of this agreement, compensating time off or cash compensation shall be authorized at the employer's option.

H. The parties agree that in unusual or emergency situations when a Conservationist is unable or unavailable to act as the supervisor of a grade crew, a crewleader or special corpsmember may be used as the supervisor only if a replacement Conservationist is unavailable.

7.8 Fire Fighters Work Schedule – DMH/DDS

A. The work schedule for full time Fire Fighters employed by the Departments of Mental Health and Developmental Services, shall be two hundred sixteen (216) hours in a twenty-seven (27) day work period. This work period includes twelve (12) hours of guaranteed overtime paid in accordance with the provisions of the Fair Labor Standards Act.

   The annual compensation for this work is determined by the monthly salary range included in the attached Salary Schedule [multiplied by twelve (12)] as shown on Attachment B. This compensation pays for two hundred sixteen (216) hours of straight time for each twenty-seven (27) day Firefighter work cycle. Additional payment for overtime will be according to FLSA and this Agreement.

B. So long as it continues to meet operational needs, the Departments of Mental Health and Developmental Services agree to use the scheduling pattern now in effect.

C. A full-time Fire Fighter shall:

   1. Be credited with twelve (12) hours of holiday time for each holiday provided in section 8.1 of this contract and twelve (12) hours of holiday time for the personal holiday as set out in section 8.1. This holiday time will accrue in a holiday time bank as the holidays occur during the year. The holiday time may be used in one (1) hour increments and unused time may be carried over into the next year.

      The department head or designee may require advance notice before holiday time is taken and may deny use, subject to operational needs.

   2. Accrue twelve (12) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each monthly pay period of continuous service. Sick leave will be charged on an hour-for-hour basis.

   3. Accrue vacation according to the following in lieu of Article 9, section 9.1. Vacation will be charged on a shift-for-shift, hour-for-hour basis.

7 months to 3 years	10 hours per month
37 months to 10 years	12 hours per month
121 months to 15 years	14 hours per month
181 months to 20 years	16 hours per month
Over 20 years	18 hours per month

Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) pay periods of continuous full-time service, all full-time employees covered by this section will receive a one-time vacation bonus of sixty (60) hours of vacation credit. Thereafter, for each month of full-time service, each full-time employee shall receive vacation credit according to the above schedule. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) pay periods of continuous full-time service in accordance with the employee's total State service before and after the absence.

Elect to enroll in the annual leave program as provided in Article 9.13. All provisions of Article 9.13 apply except for the accrual of annual leave credits, which shall be in accordance with the following schedule:

1 month to 3 years	16 hours
37 months to 10 years	18 hours
121 months to 15 years	20 hours
181 months to 20 years	22 hours
241 months and over	24 hours

D. The State reserves all rights to schedule employees for work, to determine staffing and to determine staffing levels except as specifically abridged by provisions of this Contract.

E. CAUSE and the State agree to allow fire departments within the Department of Mental Health and Department of Developmental Services to consider alternative work schedules of shift patterns. Alternative schedules shall not increase costs, adversely affect levels of service, must meet operational needs and otherwise be consistent with FLSA provisions.

If an alternative schedule is proposed and agreed to by the majority of firefighters at a specific work location, the State agrees to consider implementation based on criteria set forth above.

7.9 Firefighter/Security officer Schedule/Military Department/Parks and Recreation

A. The parties agree to continue the current practice within the Military Department regarding Firefighter/Security Officer scheduling and other matters as displayed in Attachment B.

B. The Department of Parks and Recreation agrees to continue to utilize the forty-eight (48) hours on and ninety-six (96) hour off work schedule for the Firefighter/Security Officer classification and to notice and meet with CAUSE prior to making any changes to the schedule.

7.10 Fire Training Drills

The Departments employing firefighter/security officers or fire fighters agree not to routinely schedule fire-training drills during sleep time. It is the intent of the departments to avoid the assignment of routine nonessential work where possible during sleep time. However, it is recognized by the parties that the scheduling of fire training drills at night may occasionally be necessary if specifically for the exposure and experience of fighting fires at night.

7.11 Less Than Full-Time Employment Benefits

On the first day of the monthly pay period following completion of each monthly qualifying pay period of service, each part-time or intermittent time base employee in Unit 7 shall continue to accumulate benefits in accordance with the Government Code, related rules and this Contract.

7.12 Hours of Work - Department of Food and Agriculture

The State and CAUSE agree that the hours of work and compensation for less than full-time Brand Inspectors within the Department of Food and Agriculture shall be established in accordance with DPA Rule 599.669 (c). All less than full-time Brand Inspectors shall be assigned to an established monthly rate of pay based on the criteria outlined below:

A. The compensation shall be a proportionate part of the monthly rate for the class and shall be equalized over the year in twelve (12) equal portions to approximate a retainer for all services rendered.

B. The Department shall make an annual review of each position to determine if a salary adjustment is required. The review shall be made in September and adjustments implemented with the October pay period. Reviews shall be made in addition to the annual review whenever it appears that a significant change in workload has occurred.

C. For positions working sixty (60) hours per month or more, a change in salary shall be made when the workload increases or decreases by an annual average of five (5) hours per month. For positions working less than sixty (60) hours per month, a change shall be made if the workload increases or decreases by an annual average of four (4) hours per month.

D. Merit salary adjustment eligibility shall be reviewed at the time of the annual review of hours worked. Employees who have worked the required number of hours to be eligible shall be considered for such increases.

E. Normal, short-term, intermittent absences shall not affect the monthly rate unless the time significantly reduces the annual yearly hours.

F. Less than full-time Brand Inspectors shall accrue vacation and sick-leave credits at the rates established by this contract each time the employee has accumulated one hundred sixty (160) hours of work.

7.13 Telecommuting

A. Where operational considerations permit and pursuant to a plan adopted by a department, a Bargaining Unit 7 employee may be permitted to telecommute when such work arrangements do not hinder, disrupt, nor interfere with the normal operation of the employer. Telecommuting work options shall conform to the definition, guidelines, and policies developed by the State's Telecommuting Advisory Group. Telecommuting which does not adhere to the guidelines and policies of the State's Telecommuting Advisory Group shall not be allowed.

B. This section is grievable up to the 4th level of the grievance procedure contained in this contract.

7.14 Resolution of FLSA Issues

The parties recognize that during the term of this Agreement, questions may arise with respect to FLSA applicability to BU 7 employees and CAUSE reserves its rights and the rights of its members to pursue any appropriate legal remedy. Furthermore, neither party relinquishes any causes of action or defenses that it may have with respect to FLSA issues, if applicable.

7.15 Boat Patrol/Remote Assignment - Department of Fish and Game

Employees who are assigned by a supervisor to marine boat patrol or remote law enforcement duty assignments lasting twenty-four (24) hours or longer shall be compensated for actual hours worked but no less than thirteen (13) hours for each twenty-four (24) hour period.

7.16 Job Sharing

Consistent with Departmental policies, Unit 7 employees may request to job share. Any holiday, sick leave or vacation credits, or other leaves shall be accrued pursuant to current DPA rules and regulations. A job share request shall be considered on a case-by-case basis consistent with departmental rules.

7.17 Department of Justice Agent Overtime/Travel Time

A. This Article applies to Special Agent Trainees, Special Agents and Special Agent Supervisors, (hereafter referred to as Agents, Agent personnel and/or employees,) employed at the Department of Justice.

B. Overtime Definition

Overtime is time worked in excess of forty (40) hours within a seven (7) day work period. For purposes of overtime, the following will be considered time worked:

1. Holidays
2. Release time
3. Vacation
4. Compensating time off

5. Administrative time off (paid)
6. Annual Leave

C. Work Schedule

1. Subject to operational needs as determined by management, a Division or Bureau may work an Alternate Work Schedule of Flexible Work Hours.
2. The regular work week of full-time Agents shall be forty (40) hours Monday through Friday, and the regular work shift shall be eight (8) hours. Work week schedules other than the aforementioned, shall be considered to be Alternate Work Schedules or Flexible Work Hours as outlined in Article 7.2 of this contract. Unless granted an exception to work through a lunch period in accordance with item c. below, all work schedules shall include a minimum of one-half (1/2) lunch hour unpaid lunch period.
   a. Management may adjust an employee's normal work schedule as necessary to meet department needs. Management shall provide, prior to commencement of the regular shift, seven (7) calendar days notice of any scheduling change except in cases of emergency or ordering time beyond the employee's normal work shift.
   b. Should an employee work sixteen (16) or more continuous hours, including meal breaks, the employee shall not report back to work for at least eight (8) hours without the approval of his/her supervisor.
   c. With the approval of his/her supervisor, it is permissible for an employee to elect to work through his/her lunch period for the purpose of terminating his/her work day earlier.
   d. If operational needs require that an employee's schedule be adjusted for longer than five (5) consecutive normal working days, the employee shall be given fourteen (14) calendar days notice. The return to a normal shift will require twenty-four (24) hour notice.
   e. None of the provisions above prohibit an employee from voluntarily working Alternate Work Schedules or Flexible Work Hours as outlined in Article 7.2 of this contract, with the permission of his/her supervisor.

D. Compensating Time

1. Agents shall have the option of being compensated by Compensating Time Off (CTO) for overtime hours worked until he/she has accumulated eighty (80) hours of CTO. Once the employee has accumulated eighty (80) hours in the CTO bank, management shall have the option of compensating overtime either by cash or CTO.
2. All request for use of CTO from an employee shall be approved in advance by the appropriate supervisor. If denied by the supervisor, the reason for the denial will be articulated in writing.

3. CTO accumulated in excess of eighty (80) hours may be liquidated or reduced at management's discretion by either cash or CTO. Management shall provide at least seventy-two (72) hours notice when requiring an employee to take CTO.

4. Management may not reduce the employee's CTO balance below eighty (80) hours without the written agreement of the employee.

E. Compensation

Overtime (cash or CTO) shall be compensated at time and a half the regular hourly rate of pay.

F. Standby/Call-Back Time

Agents shall qualify for and be compensated for Standby/Call-back time according to the provision in Article 7.19 On call/Standby Time and Article 7.20 Call Back of this contract.

G. Overtime Agent Training Academy

The Department of Justice is authorized to deduct one-half (½) hour, or whatever time is reasonable for breakfast, and Special Agent personnel shall otherwise be eligible to claim overtime pay as appropriate. The Department of Justice has the option of changing the schedule for physical fitness training without the requirement to meet-and-confer with the Association. This paragraph applies to Agents attending the Special Agent Training Academy.

H. Travel Time

Agent personnel will not be compensated for commuting from their residence to either their field office or field assignment. The agents' pay begins upon arrival at the field office or field assignment, consistent with the Department's compensation and overtime policy. Agent personnel will also not be compensated for the commute from the field office or field assignment to their residence. The compensation, including overtime if applicable, will end at the time the agents leave the field office or field assignment and begins the commute to their residence. The exceptions to the above policy are:

1. If the driving time either to or from the field assignment is greater than an agent's normal commute to the field office, that time in excess of the normal commute time shall be compensated. If, for instance, an agent's normal commute to the field office is one (1) hour, but he/she is required to travel an hour and a half (1 ½) to a field assignment, the agent will be compensated for the additional half (½) hour.

2. If an agent completes a normal workday, and is called out from his/her residence, the compensation begins when the agent leaves his/her house for the field location.

3. If an agent is out of town on travel status (per diem) on a field assignment, and leaves from that location to another field assignment location, he/she shall be compensated for the driving time period.

4. If an agent, during his/her normal commute to or from the field office, is diverted by a supervisor or emergency to a field assignment, the agent shall be compensated from the time of the diversion.
5. If an agent completes a normal work week and is required to work a Saturday, Sunday or holiday, he/she shall be compensated for travel to the field assignment.
6. If an agent is required to travel directly from home to a field assignment which makes him/her eligible for per diem, that agent will be compensated. If an agent is at an approved field assignment on per diem and travels from that assignment directly home, the agent shall be compensated.

7.18 Department Of Insurance – Out-of-State Travel

The Department of Insurance and CAUSE agree to cooperatively endeavor to develop an Out-of-State travel policy for Department of Insurance Compliance Officers. Implementation of this policy is subject to review and approval of the DPA. Further, if there is additional or new cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Further, the parties agree to meet and confer to discuss the possibility of additional compensation for the attainment of Charter Life Underwriter (CLU), Charter Property Casualty Underwriter (CPCU), or Fellow Life Management Institute (FLMI).

7.19 On-Call/Standby Time

On-call/standby is time during which an employee is required to restrict activities and be available for return to work. An employee is not considered to be in on-call/standby status unless he or she has previously been informed by the employer of the assignment.

A Unit 7 employee who is notified that he/she is being placed on-call/standby as defined below shall receive on call/standby pay. On call/standby hours will be accumulated during the term of the pay period and shall be compensated at the rate of two (2) hours of pay (cash or CTO at the employer's discretion), for each eight (8) hours of on-call/standby in accordance with the chart below. Employees may only accrue up to six (6) hours of pay for each twenty four (24) hour period of on-call. An employee placed on-call/standby shall respond by phone within fifteen (15) minutes of the call and report for work, if so required, within one (1) hour from initial contact or within a reasonable time frame as agreed to by the supervisor, for employees living beyond one (1) hour from the work site.

On-call/standby exists under the following conditions:

1. The employee must be readily accessible by phone or pager, and
2. The employee is obligated to return to work in a fit and able condition to assume his/her duties.

An employee who is actually called into work while on-call/standby, shall be compensated in accordance with the call-back provisions of this agreement.

Compensation earned as a result of on-call/standby shall not be considered time worked for purposes of qualifying for overtime.

An employee whose activities are unrestricted and is simply required to carry a pager/phone or inform the employer where he/she may be reached during non-work hours, shall not receive on-call/standby compensation.

Hours on Call/Standby	Hours Paid
1	.25
2	.50
3	.75
4	1.00
5	1.25
6	1.50
7	1.75
8	2.00

*Fractional hours on-call/standby, 15 minutes or greater, will be rounded up to the next whole hour.

7.20 Call Back

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins two (2) or more hours after the completion of that work shift.

   1. When the employee is called back under these conditions within four (4) hours of the beginning of previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back, but will be paid actual hours worked.

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

B. When staff meetings, training sessions or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime, provided however, that the staff meeting or training sessions begin within one (1) hour of the employee getting off work. If the staff meeting or training session begins more than one (1) hour after the employee is off work, the employee shall be credited with up to three (3) hours of waiting time.

C. For reporting purposes, compensable time is in accordance with Department of Labor (DOL) regulations.

D. This section does not apply to employees who are required by his/her supervisor or designee to conduct business telephone calls outside his/her work hours.

7.21 State Park Cadet Academy FLSA Compensation

A. This provision shall apply to all full-time State Park Cadets (Ranger) and full-time State Park Cadets (Lifeguard) while in the academy.

B. Incumbents in these classes during the academy shall earn overtime compensation in accordance with section 7.6 of this contract.

C. Overtime shall be earned as compensating time off. For weeks during the training when the incumbent has not worked forty (40) hours in the workweek, the incumbent shall use CTO to offset the number of hours to equate the forty (40) hour workweek.

D. No incumbent shall leave the academy with more than 40 hours of CTO except as described in (E). At the time of graduation from the academy, the incumbent's CTO balance shall be reduced to 40 hours by cashing out any hours in excess of the 40 hours. The rate of compensation shall be at the Cadet salary rate.

E. In accordance with section 14.9 of this contract, incumbents will be allowed up to two work weeks without pay from the end of the training course until they are expected to report to their new work location. The employee shall indicate his/her decision to do so prior to the end of week 20 of the academy. At the employee's option, the employee may use his/her remaining forty (40) hours CTO balance to offset forty (40) hours of time off without pay. Employees who have accumulated vacation or other appropriate leave credits may use up to forty (40) hours of these leave credits to offset an additional forty (40) hours of time off without pay. If an employee, who elects to take up to eighty (80) hours of time off to report to the new work location, does not have sufficient, appropriate leave credits available at the time of graduation to cover the work absence, he/she may be granted, upon request, an exception to section (D) to retain and utilize up to forty (40) hours additional accumulated CTO to supplement leave credits available. The total of appropriate leave credits and additional CTO hours shall not exceed eighty (80) hours.

7.22 On Call Policy - Department of Fish and Game

The Department of Fish and Game agrees to continue the on-call policies as dated for June 6, 1997 and March 30, 1998 for the Unit 7 employees in the office of Oil Spill Prevention and Response and Marine Region Spill Field Response respectively, except that, effective for this contract, the on call compensation rate shall be the same as set out in section 7.19 of this contract.

7.23 Work Week Group Definitions

A. Work week Group "2"

Work week Group "2" applies to those classifications in State service subject to the overtime provisions of the Fair Labors Standards Act (FLSA).

B. Work week Group "E"

Work week Group "E" includes classes that are exempted by the State from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions under the FLSA. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test under the FLSA.

These employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

7.24 Overtime and Call Back – Camp Roberts

A. Call back and overtime procedures shall be implemented when necessary or required.

B. An employee shall not be considered for overtime until he/she has completed six (6) months of permanent full-time status. After the completion of six (6) months, the employee will be placed on the overtime list by having his/her name placed at the bottom of the list as it exists at that time.

C. Permanent Intermittent (PI) or Limited Term (LT) employees are not eligible for scheduled overtime; nor shall reserve personnel be considered in filling the minimum manning requirement.

CALL BACK PROCEDURES

1. PIs shall be given first consideration for non overtime call back, unless they are already scheduled to work full-time, such as during fire season.

2. Non-scheduled Overtime. If, through unforeseen circumstances, a shortfall in staffing occurs (i.e., unanticipated sick leave, etc.), attempts will be made to contact a PI and first fill the shifts on a non overtime basis. If the PIs are either unavailable for non overtime call back or cannot be called because they are either finishing a shift or are already scheduled to work the next shift, then the overtime list shall be utilized. When the overtime list is utilized the FF/SO with the lowest overtime hours shall be called first. This procedure will be followed until the next assignment is filled or the list is exhausted. If the list is exhausted, the Chief will use his discretion to fulfill the mission. Call back messages shall not be left when calling an employee for unscheduled overtime. Person to person contact must be made. There will be no distinction between FF/SO and Captain FF/SO in terms of overtime call back. The individual with the lowest overtime totals shall be called first, regardless of rank.

3. Scheduled Overtime. Scheduled overtime is defined as anticipated overtime that is needed but not for at least forty-eight (48) hours. In this situation, greater flexibility can be given to the individuals(s) with the lowest overtime totals, even if they cannot be reached immediately. All employees who are not already scheduled to work the shift shall be contacted to determine if they are available. A message may be left for those individuals who cannot be immediately reached. When a message is left, those individuals have until twenty-four (24) hours prior to the start of the overtime period, to call the station and confirm their availability. Twenty-four (24) hours prior to the overtime period, the Chief or Captain on duty, or his/her designee, shall determine which FF/SO has the lowest overtime hours among those confirming their availability. The overtime assignment shall be given accordingly.

7.25 7(k) Canine Officer Schedule

The Department of Parks and Recreation agrees to utilize a 7(k) exemption work schedule as a pilot program (Attachment F) for the K-9 peace officers assigned to Hearst Castle.

7.26 Mandatory and Voluntary Overtime - CHP

CHP may utilize procedures which equitably distribute voluntary and/or mandatory overtime which are not based on seniority. However, if a specific division, program or communications center is unable to establish such a procedure, CHP shall utilize volunteers based upon seniority within the classification, subject to operational needs, security, health and safety permitting. In the event there are insufficient volunteers for overtime, subject to operational needs, security, health and safety permitting, such overtime shall be assigned in reverse seniority within the classification.

ARTICLE 8 – HOLIDAYS

8.1 Holidays

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

B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving Day, and December 25.

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

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

E. Subject to Item (D) above, use of personal holidays shall be granted in accordance with departmental policies on this subject.

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

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

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

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

J. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off for such work in accordance with this Contract.

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

L. When employees are scheduled to work a Saturday preceding a fixed holiday, or when a holiday otherwise falls on a Friday or Monday, the employee may take the Saturday off, utilizing accrued vacation, CTO, or personal leave time banks, subject to prior approval and operational needs.

M. The CHP agrees to continue the practice on holiday pay for Public Safety Dispatchers as set out in Attachment C.

N. The Union agrees to be subject to any reductions to current State holidays if the same is implemented for all bargaining units with defined holidays.

ARTICLE 9 – LEAVES

9.1 Vacation Leave and Scheduling

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

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

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. When it is determined that there is a lack of work for an intermittent employee, a department head or designee may:

1. Pay the employee in a lump sum payment for accumulated vacation leave credits; or
2. Schedule the employee for vacation leave; or
3. Allow the employee to retain his/her vacation credits, or
4. Effect a combination of (1), (2), or (3) above.

E. 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 six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his accrued hours because the employee (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; (5) was on jury duty; or (6) was prevented by the department head or designee from utilizing accrued vacation. It is the employee's responsibility to utilize all vacation hours in excess of the six hundred forty (640) hours cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in items (1) through (6) above. Whenever an employee's vacation accumulation exceeds six hundred forty (640) hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.

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

G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.

H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the classification in the department). When two (2) or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

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

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

K. Employees shall be allowed to use vacation credits in half hour (30 minute) increments.

L. When two (2) or more LRE's submit requests for the same time off outside the annual vacation selection process, including but not limited to vacation credits, holiday credits, and personal leave, the requests will be approved by seniority within the classification. Whenever possible, based on operational need, DMV Unit 7 employees will not be included with non Unit 7 employees when approving time off requests.

9.2 Vacation Scheduling – DPR

A. Peace Officers

Unit 7 employees in the Department of Parks and Recreation shall be allowed to submit their vacation requests between October 1 and November 30 for their vacation in following calendar year. Vacations shall be scheduled in accordance with the department's operating needs, but shall not be unreasonably denied.

When two or more employees on the some work schedule compete for the same vacation time and approval cannot be granted for both due to operational needs, the employees shall be granted their vacation request in order of seniority. Seniority for the purpose of this provision shall be defined as DPR badge time. Ties in seniority shall be broken in order by:

• Scheduling location seniority

• Total departmental service

• Total State service

Any vacation request which has been approved shall not be supplanted by a more senior employee applying for vacation after the open period. Nothing in this provision shall prohibit an employee from requesting additional vacation time at any other time of the year.

B. Non-Peace Officers

Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by the department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the classification in the department). When two (2) or more employees have the same amount of classification seniority, departmental seniority shall be used to break the tie.

9.3 Sick Leave

A. Definitions

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

1. Illness or injury.
2. Medically verified incapacity or restriction because of exposure to a contagious disease.

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

4. Family care - 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 six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. Credit for Full-time Employment. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each full-time employee in Bargaining Unit 7 shall be allowed eight (8) hours of credit for sick leave with pay.

C. Credit for Less than Full-time Employment

1. Intermittent Employees. On the first day of the monthly pay period following completion of each period of one-hundred and sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in the State civil service shall be allowed eight (8) hours of credit for sick leave with pay. The hours or days worked in excess of one-hundred and sixty (160) hours or twenty (20) days in a monthly period shall not be counted or accumulated.

2. 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 in the State civil service shall be allowed on a pro rated basis the fractional part of one day of credit for sick leave with pay.

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

D. Sick Leave Usage. 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 reasonable substantiating evidence, including, but not limited to, a physician's certificate when the department head or designee has an identifiable reason to suspect the absence. If the department head or designee does not consider the evidence to be adequate, the request for sick leave shall be disapproved.

E. On date of hire, an employee in the class of Pool Lifeguard (Seasonal), Lifeguard I (Seasonal) or Lifeguard II (Seasonal) shall be credited with any unused accumulated sick leave earned or credited during the previous period of employment with the State in the seasonal lifeguard classification if the employee is rehired within one (1) year of the date of separation.

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

9.4 Bereavement

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

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

D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in paragraph a. or b. above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provisions of this Agreement.

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

9.5 Bereavement Leave – FF/FFSO

The existing conversion factors for Fire Fighters and Fire Fighter/Security Officers working under the FLSA's fire fighter 7k exemption shall also apply to bereavement leave.

9.6 Jury Duty

A. An employee shall be allowed such time off with pay as is required in connection with mandatory jury duty; provided, however, that payment shall be made for such time off only upon remittance to the State of full jury fees earned on any day the employee is scheduled for work.

B. An employee shall notify his/her appointing authority immediately upon receiving notice of jury duty. When released from jury duty, an employee in time-off-with-pay status shall report to work as scheduled, or notify his/her supervisor that he/she is no longer required for jury duty. An employee who does not serve a full day or who is placed on “on-call” status shall, at the discretion of his/her supervisor or designee return to work to complete his/her work shift.

C. If an employee uses accrued vacation leave, compensating time off, or his/her own time while on jury duty, the employee is not required to remit jury fees.

D. Employees on graveyard or swing may be transferred to day shift, upon request, for the duration of the trial. Employees assigned to work weekends may, upon request, be assigned weekend days off for the duration of the trial. These reassignments of working hours and days off shall not be unreasonably denied.

E. 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.

F. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs D and E. apply.

9.7 Parental Leave

This section does not address Parental Leave under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) which is governed by the provisions of section 9.16.

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

B. A male spouse or male parent, who is a permanent employee, shall be entitled to an unpaid leave of absence to care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation that his spouse has given birth 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 thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

C. If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one (1) year timeframe are permissive and may be considered by the department head or designee.

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

E. Any permissive approval of parental 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.

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

G. A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year except the department shall grant said one (1) year unpaid leave of absence when the adoption agency requires an adoptive parent not to work outside the home during the first year of adoption as a condition of adoption.

H. An employee on parental leave shall be assured the right of return to his/her "former position" as that term is defined in Government Code section 18522.

9.8 Union Leave

CAUSE shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CAUSE bargaining unit member or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A union leave may also be granted during the term of this agreement at the discretion of the affected department head or designee in accordance with the following:

A. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

B. CAUSE agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-two (32) percent of the affected employee's salary, for all the time the employee is off on a union leave.

C. The affected employee shall have the right to return from union leave earlier than the agreed upon date.

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

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

F. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.

G. Employees on union leave under this provision and CAUSE shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave, except for those times when the employee returns to work for training, court or a special assignment.

H. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on union leave, CAUSE agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

9.9 Unpaid Leave of Absence

A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

B. Except as otherwise provided in subsection (c) below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

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

1. union activity;
2. for temporary incapacity due to illness or injury;
3. to be loaned to another governmental agency for performance of a specific assignment;
4. to seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. education;
6. research project; or
7. personal reasons.

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

E. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

9.10 Enhanced Industrial Disability Leave

A. A Peace Officer or Firefighter who loses the ability to work for more than twenty-two (22) workdays on the forty (40) hour clock 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 (EIDL). Such injury must have been as a direct consequence of (1) a "criminal act of violence" perpetrated on the person of the peace officer who was performing in the line of duty, providing medical aid or engaged in a life saving effort. "Criminal act of violence" means an act which results in injury to the peace officer and which would constitute a misdemeanor or felony if pursued to conviction; or (2) such injury must have been directly and specifically caused in the course of responding to, returning from, or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5 performing, in the line of duty, providing medical aid, or engaged in a life saving effort, responding to or returning from a false alarm or while on any other type of emergency response.

B. EIDL eligibility and benefits may not exceed fifty-two (52) weeks (365 calendar days) within two (2) years of the first day (i.e., date) 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/administration charge, tax sheltered annuity or Flex-elect will not be withheld from EIDL payments. EIDL payments are not reported as taxable wages or other compensation on the Form W-2.

C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the qualifying incident as described in section (a) above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origins.

D. The final decisions 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.

E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

F. This section relating to EIDL is grievable only to the third step of the grievance procedure of this MOU.

G. This section does not apply to the following classifications within the Department of Justice: Special Agent, Special Agent Supervisor.

9.11 DOJ Bureau Of Forensic Services – EIDL

The parties agree that Criminalists, Photo Electronic Specialists and Latent Print Analysts with the Department of Justice's Bureau of Forensic Services (DOJ-BFS) who serve as Crime Scene Responders, handle and examine (identify) evidence and preserve (collect) samples for later laboratory analysis where controlled environmental conditions can apply. Therefore, in recognition of the hazards and risks of occupational exposures at Clandestine Laboratory investigations and other crime scene investigations, the parties agree that the Enhanced Industrial Disability Leave benefits as set fourth in the criteria under section 9.10 of this contract shall apply to an employee with the DOJ-BFS who incurs an injury while at a crime scene and while performing his or her official duties as a crime scene responder.

9.12 Department of Motor Vehicles – EIDL

The parties further agree that the Enhanced Industrial Disability Leave benefits as set forth in the criteria under section 9.10 of this contract, shall apply to a Licensing Registration Examiner within the Department of Motor Vehicles who suffers injury as a result of involvement in an automobile accident while performing a driving examination, or as a result of a criminal act of violence, as defined by 9.10 (a) (1).

9.13 Department of Consumer Affairs - EIDL

The parties agree that Enhanced Industrial Disability leave benefits as set forth in the criteria under section 9.10 of this contract, shall apply to the classification of Inspectors, Department of Consumer Affairs and Program Representative, Bureau of Automotive Repair, who suffers an injury as a result of an assault while performing said duties of the above referenced classifications.

9.14 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, 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 injury or the prolonged illness of the employee, employee's spouse, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297, child or any other person listed in section 9.4-Bereavement Leave.

C. The receiving employee has exhausted all leave credits.

D. The donations must be a minimum of four (4) 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 normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

G. Donations shall be made on a form to be developed 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.

9.15 Catastrophic Leave – Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, vacation, and/or holiday) may be transferred from one (1) 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 a natural disaster on the employee's principal residence.

C. The receiving employee has exhausted all leave 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 four (4) hours and in whole-hour increments thereafter 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 (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

G. Donations shall be made on a form to be developed 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.

9.16 Personal Leave Program

A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. The Personal Leave shall not be cashed out once it has been approved for use. 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 funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employee's the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by Federal and State law.

9.17 Annual Leave Program

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

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

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

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

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

C. A full-time employee who has eleven (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 eleven (11) consecutive days which fall into two (2) 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 six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on workers' compensation; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

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

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

H. Annual leave that is used for purposes of vacation is subject to the requirements set forth in section 9.1, Vacation Leave and Scheduling, of this Agreement.

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 9.3, Sick Leave, of this Agreement.

K. The enhanced non-industrial disability insurance (ENDI) in section 10.4 applies only to those in the annual leave program described above in this section.

L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (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).

9.18 Mentoring Leave

A. Eligible Unit 7 employees may receive up to forty (40) hours of "Mentoring Leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring Leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring Leave" may not be used for travel to and from the mentoring location.

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

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

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

E. In order to be eligible for "Mentoring Leave", an employee must:

   1. Have a permanent full-time appointment;

   2. Have successfully completed the probationary period for their current position; and

   3. Have committed to mentor a child or youth through a bonafide mentoring organization for a minimum of one (1) school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

F. In addition, an employee is not eligible to receive "Mentoring Leave" if:

   1. He/she is assigned to a "POST" position in the Departments of Corrections or Youth Authority; or

   2. He/she works in a level of care position in the Departments of Developmental Services, Mental Health, Education and Veterans' Affairs.

G. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in section 6.2 (B) of this contract.

9.19 Work and Family Program

The parties agree that the Work and Family Labor Management Committee and the Child Care Grant program will be terminated when the Work and Family program funds sunset in June 2005. The Resource and Referral program will terminate when the contract for program services expires in May 2005. The Dependent Care Subsidy Program will terminate with the expiration of the 2005 FlexElect Plan Year.

If funding for the Work and Family Labor Management Committee and the Child Care Grant program are restored during the life of this agreement, the following sections will apply:

A. The parties agree to establish one statewide 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 childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.

B. The committee shall be comprised 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 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.

9.20 Family 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 Family Medical Leave Act (FMLA). As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, parent or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297 who has a serious health condition, and/or for the birth or adoption of a child.

Paid leaves due to job-related accidents or injuries (Industrial Disability Leave [IDL] or Temporary Disability [TD]) will be counted against an employee's 12-week FMLA entitlement.

B. In the development of departmental policy, the State shall refer to the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". Such policies shall be distributed to department employees when new policies are established or when changes to existing policies are established or when changes to existing policies take place.

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

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA.

2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition.

3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA.

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 9.14 of this contract.

   a. FMLA absences due to illness and/or injury may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and leave credit usage for a FMLA leave will be administered in accordance with section 9.14 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 paid leave, before choosing unpaid leave, unless otherwise required by section 9.14 of this contract.

   c. FMLA absences for reason other than illness and/or injury (i.e. adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 9.14. of this contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 9 of this contract. Nothing in this contract should be construed to allow the State to provide less than that provided by the FMLA.

E. Within ninety (90) days of the ratification date of this contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.

An eligible employee shall provide certification of the need for an FMLA leave. The certification shall contain:

For employee's own serious health condition:

1. The date (if known) on which the serious health condition commenced,
2. The probable duration of the condition,
3. A statement that due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position. This certification shall not request the diagnosis.

For the serious health condition of a family member:

1. The date (if known) on which the serious health condition commenced,
2. The probable duration of the condition,
3. An estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, spouse, or domestic partner,
4. A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, or spouse. This certification shall not request the diagnosis.
    a. "Warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging "third party" care for the child, parent, spouse, or domestic partner as well as directly providing, or participating in the medical care.

F. 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, as set forth in the FMLA. The reasons for the additional certification request shall be provided to the employee in writing and shall not request the diagnosis.

G. Upon return from FMLA leave, an employee shall be returned to his/her "former position" (as defined in Government Code section 18522) with the same rights and benefits received at the time the FMLA leave began.

H. For purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with DPA rule 599.608 – 599.609.

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

9.21 Paid Time Off, Precinct Election Board

A. 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.

B. 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.

9.22 Furlough Language

The Union agrees that if the State is authorized to furlough employees as part of the Budget Act or through other legislation, the contract will not be a bar to implementation, subject only to a thirty (30) day period of bargaining over the impact.

ARTICLE 10 - HEALTH AND WELFARE

10.1 Benefits

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance Amounts

   Effective July 1, 2005, 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.

   a. The State shall contribute $327 per month for coverage of an eligible employee. (Party code one)

   b. The State shall contribute $633 per month for coverage of an eligible employee plus one dependent. (Party code two)

   c. The State shall contribute $824 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

For the period between January 1, 2005 and June 30, 2005, active employees in Unit 7 shall receive a lump-sum payment of the difference between the previous employer CoBen contributions ($266-employee only, $515-employee plus one dependent, and $679-employee plus two or more dependents), and the corresponding CoBen contributions in subsections a. b., and c. above. The one-time lump sum payment shall only be provided to those Unit 7 employees who were continuously enrolled in a CalPERS health plan between December 31, 2004 and June 30, 2005 as identified by the State Controllers Office payroll reporting system and who are still employed on June 1, 2005. The payments shall be based on the party code type that the Unit 7 employee was enrolled in on June 1, 2005.

Effective January 1, 2006, the employer health benefits contribution for each employee shall be a flat dollar amount equal to eighty-five (85%) 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, the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to eighty (80%) percent of the weighted average for 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. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties.

Effective January 1, 2007, the employer health benefits contribution for each employee shall be a fixed 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, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 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.

Effective January 1, 2008, the employer health benefits contribution for each employee shall be a fixed 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, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 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.

To be eligible for these contributions, an employee must positively enroll in a health plan administered or approved by CalPERS. The established dollar amount shall not be increased in subsequent years without a negotiated agreement by both parties.

2. Unit 7 employees who first become eligible for health benefit enrollment on or after January 1, 2006, shall be subject to a two-year vesting schedule for the employer health contribution for dependents as follows:

   a. Fifty (50%) percent of the normal employer dependent portion of the contribution upon initial enrollment;

   b. Seventy-five (75%) percent of the normal employer dependent portion of the contribution upon completion of 12 months of service; and

   c. One-hundred (100%) percent 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. At the option of the State, the effective date for this subsection may be delayed until July 1, 2006 to accommodate administrative or system changes which may be necessary to implement this section.

   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.

3. Description of the Consolidated Benefit (CoBen) Program

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

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

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

c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources the employee will receive $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 only be eligible to participate 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 allowance amount as set forth in subsection A.1.a. b. or c., or A. 2. above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits

1. Employee Eligibility

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

2. Permanent Intermittent (PI) 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 four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

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

3. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB26 (Chapter 588, Statues of 1999).

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

C. Dental Benefits

1. Contribution

The employer contribution for dental shall be included in the Consolidated Benefits Allowance as specified in section A.1 and A 2.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection A.2. and B.3. of this agreement.

D. Vision Benefit

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in section A.1. and A.2. The vision benefit provided by the State shall have an employee co-payment of ten dollars ($10) for the comprehensive annual eye examination and twenty-five dollars ($25) for materials.

2. Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under subsection A.2. and B.3 of this agreement.

E. FlexElect Program

1. Program Description

   a. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statues and related administrative provisions adopted by DPA. The administrative fee paid by the participants will be determined each year by the Director of the Department of Personnel Administration.

   b. Employees who meet the eligibility criteria stated in subsection B.1. will also be eligible to enroll into a Medical Reimbursement and/or Dependent Care Reimbursement Account.

2. Employee Eligibility

   a. All eligible employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

   b. Permanent Intermittent (PI) employees shall only participate in the CoBen Cash Option and will be eligible to receive a six (6) month Cash payment for the first control period of each plan year. PI's choosing the CoBen Cash Option will qualify if they meet all of the following criteria:

      (1) must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling and;

      (2) must have a PI appointment which is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;

      (3) must be paid for at least four hundred eighty (480) hours during the January through June control period for the Plan Year in which they are enrolling and;

      (4) must have completed an enrollment authorization during the FlexElect Open Enrollment Period or as newly eligible.

3. Subsection E 2.b. is not grievable or arbitrable.

F. Lifeguard II (Seasonal)

The State agrees to continue the established practice of providing dental and vision coverage for Unit 7 Lifeguards II (Seasonal), consistent with the enrollment and eligibility criteria described under Article 10.1, subsections C. and D.

G. Lifeguard II (Seasonal) – Health Benefits

After ratification of the agreement, the parties will meet to establish criteria for no more than 10 employees in the Lifeguard II (Seasonal) classification to obtain health benefits coverage. The parties agree to support legislation as needed to implement this change.

Initial meeting on this subject will occur within 60 days after ratification with the goal of reaching resolution no later than June 30, 2007.

10.2 Counseling Services

A. The State will provide counseling services for Unit 7 permanent employees and their dependents. Counseling sessions shall be confidential.

B. Counseling services shall be provided by an independent contractor.

10.3 Rural Health Care Equity Program

A. Effective January 1, 2001, the State shall continue the Rural Health Care Equity Program for Bargaining Unit 7 members, which may be administered in conjunction with a similar program for State employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 7 members.

The program shall operate in the following fashion:

1. The State shall contribute $1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section (GC) 22825.01. For Bargaining Unit 7 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.

   (a) For permanent employees, as in the “Medical Reimbursement Account” situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.

2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).

3. The money shall be available for use as defined in GC section 22825.01.

4. Pursuant to GC section 22825.01, a Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit 7 members, as one of several similar accounts.

5. Each Unit 7 employee shall be able to utilize up to $1,500 per year, pursuant to GC section 22825.01, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph b. is applicable here.

6. If an employee does not utilize the complete $1,500 pursuant to the procedures and limitations described in GC section 22825.01, then the unused monies shall be put in a “same year pool”. That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the $1,500, but again according to the procedures and limitations in GC section 22825.01. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of $1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.

   (a) Any employee not in Bargaining Unit 7 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph b. above.

   (b) If an employee is entitled to less than twenty-five dollars ($25) under this paragraph, the money shall instead go into next year’s fund pursuant to paragraph f hereafter.

7. If monies still remain after a distribution to such employees (i.e. all employees who spent more than $1,500 as provided in GC section 22825.01 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to GC section 22825.01 exceed $1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC section 22825.01 and monies still remained in the pool.

10.4 Enhanced Non-Industrial Disability Insurance - Annual Leave

A. This Enhanced Non-Industrial Disability Insurance (ENDI) provision is only applicable to employees participating in the annual leave program referenced in section 9.17.

B. ENDI is a program for State employees who become disabled due to nonwork-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 twenty-six (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 workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one (1) full day. A full day is defined as a twenty-four (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 their 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 ENDI benefit will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under (c.) of this Article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director or 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 eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of nine hundred sixty (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 only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to an individual's denial of benefits.

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

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 10.5 and such benefits are limited to one hundred thirty-five dollars ($135) per week, or as provided by law, whichever is greater.

10.5 Non-Industrial Disability Insurance

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. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed one hundred thirty-five dollars ($135) per week or as provided by law or whichever is greater, payable monthly for a period not exceeding twenty-six (26) weeks for any one (1) 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 (1) full day. A full day is defined as a twenty-four (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/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 (b) of this Article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/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 eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (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 NDI employee's benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

10.6 Flexible Benefits Program

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

B. Permanent Intermittent Eligibility: Permanent Intermittent (PI) employees may only participate in the Pre-Tax Premium and/or Cash Option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

C. This section is not grievable or arbitrable.

10.7 Pre-Tax of Health/Dental Premium Costs

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

10.8 Long Term Care Insurance Plans

A. Employees in classes assigned to Bargaining Unit 7 are eligible to enroll in any long term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, siblings, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

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

10.9 Limited Duty Assignments

When an employee claims temporary disability from performing his/her usual and customary duties, the State may require medical substantiation of the condition.

Upon request of the employee, when temporary disability is confirmed by medical substantiation, a limited duty assignment may be considered. Consistent with State Personnel Board rules, the State may provide a limited duty assignment within the employee's medical restrictions and classification, dependent on availability of work and funding.

The Union recognizes that limited duty assignments are not possible in every work setting and that the creation of a limited duty assignment is at the discretion of the appointing power. Furthermore, employees accepting a limited duty assignment may be required to change work schedules (i.e. start/stop times, days off, assigned shift--days, swing, or graveyard).

Accommodations made under this section shall not interfere with the seniority rights or other explicit rights granted Bargaining Unit 7 employees by this agreement.

This section is grievable to the third step of the grievance procedure. Matters contained in this section not resolved at the third step of the grievance procedure may be appealed to the State Personnel Board.

10.10 Medical Examination

A Unit 7 employee, when required to submit to a medical examination pursuant to Government Code section 19253.5, shall be provided with a written statement indicating the reasons for the examination. The parties recognize that the employer must take reasonable precautions to ensure the safety, security, and well-being of other employees who may have offered information germane to the circumstances leading to the examination.

B. Such examination shall be conducted by a licensed physician or under his/her direction.

C. The cost of the examination shall be paid by the employer.

D. The employer is aware of the restrictions on medical confidentiality pursuant to Civil Code section 56.10, and in no event shall supervisors attempt to be present when an employee is being examined by a medical provider.

10.11 Alternative Preretirement Death Benefit

The Union and the State agree that the Alternative Preretirement Death Benefit as set out in Government Code sections 21547, 21574.5 and 22754 shall remain in effect for Unit 7 employees.

10.12 1959 Survivors' Benefits – Fifth Level

A. Employees in this unit who are members of the Public Employees' Retirement System (PERS) 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 two dollars ($2) per month. The rate of contribution for the State will be determined by the PERS Board.

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

1. A spouse who has care of two 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. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62……$750

ARTICLE 11 – RETIREMENT

11.1 Peace Officer/Fire Fighter Retirement Plan

Eligible Unit 7 employees as currently described in Government Code section 20391, 20392, 20393, 20395 shall be enrolled in the State retirement formula known as the "Peace Officer/Fire Fighter" retirement formula, unless they have elected otherwise pursuant to applicable rules.

11.2 Second Tier Retirement

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

11.3 1959 Survivors Benefits

The State and CAUSE agree to continue Public Employees' Retirement System 1959 Survivor allowance for eligible Unit 7 employees.

11.4 401K / 457 Deferred Compensation Program

Employees of Unit 7 are to be included in the State of California, Department of Personnel Administration, 401(k) or 457 Deferred Compensation Program.

A. To the extent permitted by federal and state law, effective January 1, 2002 (or no later than four months following ratification of this agreement by both parties) employees who separate from State service who are otherwise

eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 or 401(k) plan offered through the State's Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401(k) plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.

C. Such Transfers are subject to and contingent upon all statutes, laws, rules, and regulations authorizing such transfers including those governing the amount of annual deferrals.

11.5 Improved Retirement Formula for Peace Officer/Firefighter Members

Unit 7 members of the Peace Officer/Firefighter retirement plan who are employed on or after January 1, 2004, shall be subject to the 3% at 50 service retirement formula prescribed in Government Code section 21363.1

11.6 State Safety Member Retirement Plan

Unit 7 members of the State Safety retirement plan who are employed on or after July 1, 2004, shall be subject to the 2.5% at 55 service retirement formula prescribed in Government Code section 21369.1.

New employees hired on or after January 1, 2007, will be subject to the 2.5% @ 55 retirement formula with retirement benefits based on an average monthly pay rate during the 36 consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2.5% @ 55 retirement formula with benefits based on an average monthly pay rate during the 12 months of employment preceding retirement.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State Safety Members hired on or after January 1, 2007.

11.7 State Miscellaneous "2% @ 55" First Tier Retirement Formula

Unit 7 members in the State Miscellaneous First Tier retirement plan who are employed on or after January 1, 2000 shall be subject to the "2% at 55" service retirement formula prescribed in Government Code section 21354.1.

New employees hired on or after January 1, 2007, will be subject to the 2% @ 55 retirement formula with retirement benefits based on an average monthly pay rate during the 36 consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2% @ 55 retirement formula with benefits based on an average monthly pay rate during the 12 months of employment preceding retirement.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after January 1, 2007.

11.8 First Tier Eligibility For Employees In Second Tier

Pursuant to Government Code 21073.7, Unit 7 employees who are subject to the Second Tier retirement benefits may make an irrevocable election to be subject to the First Tier benefits provided in section 21354.1.

11.9 Retirement Legislation

The Union agrees that if the Legislature enacts any retirement reforms through legislation, or if any retirement reforms are enacted by initiative, and these retirement reforms apply to employees in Unit 7, then this contract will not be a bar to implementation, subject only to a thirty (30) day period of bargaining over the impact.

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expense

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

A. Meals/Incidentals: 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	Up to	$ 6.00
Lunch	Up to	$10.00
Dinner	Up to	$18.00
Incidentals	Up to	$ 6.00
Total	Up to	$40.00 (every full 24 hours of travel)

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

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

      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 twenty-four (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 expenses may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

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

Travel begins at or before 6 am and ends at or after 9 am:	Breakfast may be claimed.
Travel begins at or before 4 pm and ends at or after 7 pm:	Dinner may be claimed.
If the trip extends overnight:	Receipted lodging may be claimed.

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

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

   1. Regular State Business Travel:

      a. Statewide, in all California locations not listed in (b) or (c) below, for receipted lodging while on travel status to conduct state business, actual lodging up to eighty-four dollars ($84) plus applicable taxes.

      b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars ($110) plus applicable taxes.

c. When employees are required to do business an obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for the actual receipted lodging up to a maximum one hundred forty dollars ($140) plus applicable taxes.

2. State Sponsored Conferences or Conventions:

   a. 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.

   b. Statewide, with a lodging receipt: Actual lodging up to one hundred ten dollars ($110) plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions:

   a. 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.

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

   Reimbursement of lodging expenses in excess of specified amounts, excluding taxes require 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 fifty (50) miles of his/her home or headquarters.

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

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

   a. The employee continues to maintain a permanent residence at the primary headquarters, and

   b. The permanent residence is occupied by the employee's dependents, or

   c. The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars ($200) per month.

The employee on full long-term travel who is living at the long-term location may claim either:

(a) Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of One thousand one hundred thirty dollars ($1130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars ($10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars ($5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

(b) Long-term subsistence rates of twenty-four dollars ($24) for actual meals and incidentals and twenty-four dollars ($24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars ($24) for actual meals or twenty-four dollars ($24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars ($12) for actual meals and incidentals and twelve dollars ($12) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars ($12) for actual meals or twelve dollars ($12) for receipted lodging for travel less than twelve (12) hours at the long-term location.

D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.

E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by 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 their actual meal expenses.

F. Transportation: Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. 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). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

   b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of 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 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 fifty (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 ends travel one hour or more after the end of the work day or travel occurs on a regularly scheduled day off, mileage may be computed from/to 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 twenty-five dollars ($25) when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars ($10) or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, fax or other business charges related to State business of five dollars ($5) or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

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

12.2 Uniform Replacement Allowance

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform allowance based upon actual costs for an amount to be determined by the State for eligible permanent employees. "Uniform" means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank or time in service. Employees shall be responsible for the purchase of a required uniform as a condition of employment. Employees shall wear their required uniform only in an official capacity.

1. Permanent full-time employees in the following classifications will receive a Uniform Replacement Allowance up to five hundred forty dollars ($540.00). Effective July 1, 2006, the uniform allowance will be increased to six hundred forty dollars ($640.00).

   State Fair Police Officer and Sergeant

   Lieutenant (Specialist), Fish and Game

   Fish and Game Warden

Fish and Game Warden Cadet

Warden Pilot, Department of Fish and Game

State Park Ranger

State Park Cadet (Ranger)

State Park Cadet (Lifeguard)

Museum Security Officer

Supervising Museum Security Officer

Department of Justice Security Officer

Hospital Police Officer

Police Officer - Developmental Center

Fire Fighter

Fire Fighter/Security Officer

Lifeguard

Conservationist I, CCC

Conservationist II, CCC

Coordinator (Law Enforcement), OES

Coordinator (Fire Services), OES

Deputy State Fire Marshal

Deputy State Fire Marshal III (Specialist)

Arson and Bomb Investigator

State Fire Marshal Trainee

Fire Service Training Specialist

Fire Service Training Specialist III

Pipeline Safety Engineer

2. Less than full-time employees in the following classes will receive up to five hundred forty dollars ($540), in accordance with existing State laws, rules and policies:

Lifeguard

State Park Ranger

State Park Ranger (Intermittent)

State Park Cadet (Ranger)

State Park Cadet (Lifeguard)

Department of Justice Security Officer

Hospital Police Officer

Police Officer – Developmental Services

Firefighter and Firefighter/Security Officer

3. Permanent full-time employees in the classification of Pool Lifeguard will receive a Uniform Replacement Allowance up to three hundred dollars ($300).
   a. Less than full-time employees in the classification of Pool Lifeguard will receive up to three hundred dollars ($300), in accordance with existing State laws, rules and policies.
4. Permanent full-time employees in the class of Marine Safety Inspector or Marine Specialist I shall receive a Uniform Replacement Allowance up to two hundred five dollars ($205).
   a. Permanent full time employees in the class of Marine Safety Specialist II shall receive a Uniform Replacement Allowance up to fifty-seven dollars ($57).
   b. Less than full time employees in the classes of Marine Safety Inspector/Specialist shall receive up to the maximum Uniform Replacement Allowance for their class in accordance with existing State laws, rules, and policies.
5. Employees in the classes of Lifeguard I (Seasonal) and Lifeguard II (Seasonal) shall receive a uniform replacement allowance of twenty dollars ($20) for each period of one-hundred and sixty (160) hours of paid employment to be paid upon termination or furlough for any reason. The hours worked in excess of one hundred and sixty (160) hours in a monthly period shall not be counted or accumulated.
6. Permanent full-time employees in the classification of Oil Spill Prevention Specialist will receive a uniform replacement allowance up to three hundred eighty-five dollars ($385).

B. The uniform replacement allowance anniversary date for permanent full-time Unit 7 employees identified in A.1. above shall continue to be February 1 of each year. Employees will receive their allowance based on that date in accordance with existing State laws, rules and regulations. Employees who do not have one full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.

C. It is understood by the parties that the Department has no control over the procedures and processes of the State Controller's Office and that such procedures and processes may impact the timeliness of the uniform replacement allowance checks.

D. Less than full-time Unit 7 employees identified in A.2. above will continue to receive uniform replacement allowances in accordance with existing laws, rules and regulations.

E. The uniform replacement allowance shall not be considered compensation for purposes of retirement.

F. Limited term employees of the CCC will be responsible for purchasing their initial uniform complement as a condition of employment as prescribed in the California Conservation Corps Uniform Policy (Administrative Manual 2819). The Department shall reimburse eligible limited term employees for the replacement of uniform items listed in the department uniform specifications. The uniform will be required to be worn only in an official capacity.

G. In order to qualify for a uniform replacement allowance, a limited term employee's appointment must exceed twelve (12) months. The twelve (12) month qualifying period need not be consecutive. Employees who are appointed for a period of twelve (12) months or less shall not qualify for this allowance. Employees must be working on February 1 to be eligible for this allowance. Employees who have not completed one (1) full year of service as of February 1 shall be eligible for a prorated uniform replacement allowance based in the uniform replacement allowance amount of this contract section.

H. When the Department of Parks and Recreation requires cadets at the Ben Clark Academy to purchase uniforms for wear at that academy and where the uniforms cannot be worn at the Mott Training Center or for subsequent employment with DPR, the Department agrees to reimburse the employee for these uniforms.

12.3 Transportation Incentives And Parking Rates

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

B. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of $65 per month. In lieu of the van pool rider reimbursement, the State shall provide $100 dollars per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of five (5) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of $65 per month or in the case of the primary van pool driver, the $100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

D. For the term of this agreement, the parties agree that the State may increase parking rates in existing and lease lots in an amount not to exceed $20 per month. Every effort shall be made to provide employees sixty (60) calendar days but no less than thirty (30) calendar days notice of a parking rate increase. Rates at new lots administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

E. Notwithstanding any other provision of this contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changes of policies.

12.4 Personal Property

The State shall reimburse an employee for the repair or replacement cost of any personal property damaged, destroyed, stolen or lost in the line of duty without substantial fault of the employee, where said property is required for use in the performance of his/her duties, or where said property is of such a nature as to be ordinarily worn or carried on duty. The repair or replacement cost shall not exceed ten percent (10%) above the cost of comparable State issued equipment. The State employer will not approve reimbursement for lost, stolen, destroyed, or damaged jewelry, with the exception of a timepiece. The repair or replacement cost for a timepiece shall not exceed one-hundred dollars ($100.00).

12.5 Business Cards/Identification Cards

A. Employees having public contact, or otherwise having a demonstrated job related need, shall be provided, upon request, with an adequate supply of business cards. Such business cards shall be individual printed cards in the cases of those departments which have in the past provided same. All permanent Unit 7 employees whose duties do not involve personal contact with members of the public shall be allowed to order business cards. These employees shall be required to reimburse the State for any printing cost of these cards. Business cards shall not misrepresent the employee, the employee's position or authority, the employer, and the employee's business address and phone number.

B. The Department of Motor Vehicles shall provide a clip-on/pin-on type photo identification card to each Licensing Registration Examiner, which can be worn while on duty.

12.6 Ear Pieces

The State employer, upon request, shall provide to each Public Safety Dispatcher a molded ear piece. This item will be replaced when the ear piece is no longer serviceable.

12.7 Physical Examination Reimbursement

The State employer shall provide for general physical examinations when required by the department head or designee. When the State employer determines it economically advantageous to purchase the general physical examination from nonstate sources, the employee shall be reimbursed for the actual cost of the examination.

12.8 State-Owned Housing Rental and Utility Rates

A. Rent

Rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to 25% each year. The State agrees to meet and discuss prior to any rate increase.
2. During the term of this contract, where no rent is being charged the State may begin charging rents up to seventy-five dollars ($75) per month. When an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance, where the rental of State housing is made a condition of employment, the State may charge the employee 10% less than the regular rate of rent. DPR employees in required housing shall pay rental rates in accordance with (1) above.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

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

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) of the rates in effect as of June 30, 1987.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.
   a. In the Department of Parks and Recreation, prior to individual metering for gas and/or electricity and consistent with design or historic restrictions, the housing unit will be retrofitted with the following weatherization measures:
      (1) Ceiling Insulation
      (2) Caulking
      (3) Weatherstripping
      (4) Water Heating Blanket
      (5) Duct Wrap

   If the Department determines the housing unit cannot be individually metered or if historic considerations, house design or construction render all practical weatherization measures inappropriate or ineffective and resulting utility costs

would be excessively high, a flat rate utility fee in accordance with the above schedule will be paid to the Department of Parks and Recreation by the employee.

4. Department of Parks and Recreation employees who occupy required State housing shall pay the utility rate in effect January 1, 1986.

C. Maintenance of Housing - Department of Parks and Recreation

1. The Department of Parks and Recreation agrees that housing occupied by Unit 7 employees shall be maintained consistent with the DPR facility maintenance program and at a standard not less than that applied to any other Department housing. For vacant housing the Department determines is no longer cost beneficial to maintain, the Department reserves the right to remove the house from availability.

2. Unit 7 employees of the Department of Parks and Recreation who have a complaint about the condition of the housing they occupy may file a grievance through the grievance process as follows:

   a. Grievances on the condition of housing related to an untenable dwelling, as contained in Civil Code section 1941.1, shall be subject to the full grievance procedure if the Unit 7 employee is required to live in State housing.

   b. Grievances on the condition of housing, other than those in c.(2)(a) above shall only be subject to the first three formal levels of the grievance procedure, with the Department of Parks and Recreation being the final review.

D. Tenants' Rights - Department of Parks and Recreation

Nothing in this Contract shall supersede any rights that may otherwise be guaranteed to Department of Parks and Recreation employees under applicable tenant laws. This provision shall not be subject to the grievance and arbitration procedures as stated in the collective bargaining agreement between CAUSE and the State for Bargaining Unit 7.

12.9 CHP - Communication Center Consolidation

The parties recognize that it may be necessary to make changes in areas within the scope of representation due to the consolidation of a communication center. In the event the State finds it necessary to make changes as a result of a consolidation, CAUSE shall be notified of the proposed change prior to implementation. Either party may serve notice upon the other to meet and confer over the impact of such changes.

12.10 Reimbursement-Safety Equipment-State Lands

A. Prescription Safety Lens -The Commission shall provide an annual maximum reimbursement of $35 for “out-of-pocket” expenses for the added cost to employees who purchase prescription safety lens in the classifications of Marine Terminal Safety Inspector and Specialists.

B. Safety Boots or Shoes - The Commission shall provide each Marine Terminal Safety Inspector and Specialists a reimbursement of up to $150 for the purchase of safety boots or shoes. The boot or shoes must meet the most current applicable standards, as well as any applicable industry requirements. They shall be worn while performing field duties. Boots or shoes which are replaced when less than twenty-four (24) months old must be with supervisor verification.

12.11 Cellular Phone Allowance - California Highway Patrol

Motor Carrier Specialist Is and School Pupil Transportation Safety Coordinators shall receive $100 annually to offset the cost of the obtaining and use of personal cellular phones for business purposes which may also be used for personal use.

12.12 Moving and Relocation Expense

Whenever an employee is reasonably required by the State's actions or directives, as described in DPA Rule 599.714.1(b) to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in section 12.1 and in accordance with the requirement, time frames and administrative rules and regulations of reimbursement of relocation expenses that apply to excluded employees.

12.13 Cell Phone Allowance

A. Licensing Registration Examiners with the Department of Motor Vehicles shall be allowed to carry a personally owned cell phone while on a drive test, unless the Department elects to provide a State issued cell phone. Those LREs who have notified the department that they intend to carry their personal cell phone shall be reimbursed twelve dollars ($12) per month for the use of the cell phone for business purposes during drive tests.

B. For purposes of the provision, business purposes include having the cell phone available for the safety of the LREs in case of an accident or other emergency and for making business calls to the office.

C. Management shall have the right to verify that a LRE who is receiving this reimbursement is in possession of a phone during the drive tests.

D. LREs who are absent from work for any reason for eleven (11) or more days during a work period shall not receive this reimbursement for that work period.

E. This reimbursement shall begin the first month after the ratification of this contract. It is understood that no receipts will be required in order to receive this allowance.

12.14 State Fair

The State and CAUSE agree to meet and confer over the establishment of a uniform allowance for State Fair Police Officer or Sergeant, State Fair Police.

12.15 Weekend Meal Expenses

Unit 7 employees who are lodged away from home while attending an academy or other training course and remain at the provided lodging facility over the weekend or holiday shall be reimbursed for meals and incidentals as set out in section 12.1 C of this contract if not otherwise provided by the employer.

12.16 Reimbursement of Certification Fees (Department of Consumer Affairs)

The State agrees to reimburse Unit 7 employees of the Department of Consumer Affairs up to the actual cost, including travel and overtime, for Department issued licenses and industry recognized certifications where management deems such certification is necessary to fulfill the mission of the department. This section is grievable only up to the Department level.

ARTICLE 13 - SAFETY AND HEALTH

13.1 Safety Equipment

A. All equipment provided pursuant to this Contract is State owned or leased property which will be used and maintained as the State deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the State. Items lost or damaged due to substantial negligence of the employee shall be replaced by the employee at his/her expense.

B. Employees may, with their department's written approval, substitute privately-owned equipment for State issued equipment provided it meets their department's specifications. Notwithstanding the above, the State also agrees that employees who upgrade their soft body armor by purchasing their own soft body armor will be reimbursed in an amount equal to the cost of the state provided armor, with a receipt and consistent with the Departments' replacement schedules.

C. Nothing in this Contract shall preclude the State from issuing or requiring an employee to use safety equipment it finds appropriate for specific job functions.

D. Each peace officer included in this section who is required by his/her department to carry firearms shall qualify a minimum of once quarterly with his/her duty weapon.

E. The State shall provide at no cost to the employee, an initial issuance of the following:

1. FIRE FIGHTER EQUIPMENT

a. In addition to any other equipment supplied or required the Fire Fighters employed by the Departments of Developmental Services and Mental Health, and the Firefighter/Security Officers employed by the Military Department, the Department of Parks and Recreation, and the Department of Veterans' Affairs, shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:

(1) Turn out gear to include a jacket, pants, boots, helmet and gloves

(2) Safety goggles

(3) Personal Alarm (lack of motion detector)

(4) Flashlight

(5) Headlamp for wildland fire helmet

(6) Raingear

(7) Nomex PBI (hood)

(8) Hearing Protection with communication capabilities

(9) Nomex fire suits

(10) Fire shelters

(11) Wildland fire protective face mask

(12) Web gear with fanny pack and canteen

2. For those firefighters in subsections (1) above, the State agrees to allow employees to use the 12.2 uniform replacement provision of this contract to purchase protective footwear as described herein for wildland fire fighting activities. Said footwear shall consist of heavy duty lace-type work boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six inches in height measured from the bottom of the shoe heel. This replacement approach is used to ensure correct fittings of footwear. This footwear does not replace the boots provided as turn out gear in section (1) above.

3. In the Department of Military, the above listed equipment will be made available subject to the authority to use federal funds to purchase such equipment.

F. Peace Officers with the Departments of Developmental Services and Mental Health shall be provided the following:

1. SENIOR SPECIAL INVESTIGATOR/SPECIAL INVESTIGATOR

a. Badge

b. Flashlight - heavy duty

c. Handcuffs

d. Handcuff Case

e. Plasticuffs - available upon request

f. Chemical Agent

g. Holster, aerosol chemical agent

2. HOSPITAL POLICE OFFICER (DMH), and Peace Officer Developmental Center (DDS):

a. Badge

b. Baton

c. Baton Ring or holder

d. Handcuffs (2)

e. Handcuff Case (2)

f. Flashlight - heavy duty

g. Chemical Agent

h. Holster, aerosol chemical agent

i. Helmet - general duty - available upon request

j. Raincoat, where necessary

k. Rainpants, where necessary

l. Sam/Sally Browne belt

m. At DMH, a pool of equipment, including outside vests (stab proof), helmets and riot shields

n. Flashlight ring or holster

o. Body armor (Individual)

p. Plasticuffs (10)

G. SAFETY EQUIPMENT - CALIFORNIA STATE HORSE RACING BOARD

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the State Horse Racing Board:

a. Badge, departmental - clip-on type

b. Flashlight - heavy duty

c. Handcuffs

d. Handcuff case

e. Soft body armor

f. Duty Weapon

g. Ammunition

h. Holster

i. Rain Boots

H. SAFETY EQUIPMENT - FF/SO - DEPARTMENT OF MILITARY AND PARKS AND RECREATION

1. The Fire Fighter/Security Officers employed with the Military Department and the Department of Parks and Recreation shall have the following equipment available for their use consistent with assigned duties.

a. Ammunition

b. Ammunition carrying case

c. Badge, Department issue

d. Flashlight

e. Individual Handcuffs

f. Individual Handcuff Case

g. Individual Holster

h. Individual Duty Weapon

i. Shotgun (Pool)

j. Individual Sam/Sally Browne Belt

k. Baton and Ring

l. Soft Body Armor (Individual)

m. Chemical Agent

n. Hearing Protection for weapons qualifications (Pool)

I. SAFETY EQUIPMENT - DEPARTMENT OF VETERANS' AFFAIRS

1. The State shall provide each Firefighter/Security Officer employed by the Department of Veterans' Affairs with the following equipment:

a. Badge, Department issued

b. Flashlight

c. Handcuffs

d. Handcuff Case

e. Sam/Sally Browne belt (Individual)

f. Baton and Ring

g. Rain Gear

h. Chemical Agent

J. SAFETY EQUIPMENT - CALIFORNIA SCIENCE CENTER

1. The State shall provide each Museum Security Officer with:

a. Ammunition

b. Ammunition Carrying Case

c. Badge, Departmental

d. Cap cover, Rain

e. Cap piece, Departmental

f. Flashlight - heavy duty

g. Handcuffs

h. Handcuff case

i. Holster, Duty Weapon

j. Raincoat

k. Rain pants

l. Duty Weapon

m. Sam/Sally Browne belt

n. Soft body armor

o. Aerosol tear gas

p. Holster, aerosol tear gas protector

q. Baton

r. Baton ring

s. Helmet, general duty

K. SAFETY EQUIPMENT - CAL-EXPO State Fair Police

1. For those employees whose employer does not provide safety equipment which can also be used with the State Fair Police, and for each peace officer of the California Exposition and State Fair who does not have another law enforcement employer, the State shall provide the following:

   a. Aerosol Tear Gas
   b. Ammunition
   c. Ammunition Carrying Case
   d. Badge, Departmental
   e. Baton
   f. Baton Rings
   g. Boots, insulated
   h. Boots, Rain
   i. Cap, foul weather
   j. Cap Cover, Rain
   k. Cap Piece, Departmental
   l. Ear Protectors
   m. Flashlight - heavy duty
   n. Goggles, Sand
   o. Handcuffs
   p. Handcuff Case
   q. Helmet, general duty
   r. Holster, Aerosol Tear Gas Projector
   s. Holster, Duty Weapon
   t. Plasticuffs
   u. Raincoat
   v. Rain Pants
   w. Duty Weapon
   x. Sam/Sally Browne Belt
   y. Soft body armor

L. SAFETY EQUIPMENT - DEPARTMENT OF FISH AND GAME

1. The equipment listed below is designated as peace officer protective equipment for uniformed employees of the Department of Fish and Game:

   a. Aerosol tear gas (upon request)

b. Ammunition

c. Ammunition Carrying Case

d. Badge

e. Baton

f. Baton Rings (upon request)

g. Ear Protectors

h. Flashlight - heavy duty

i. Handcuffs (1 pair)

j. Handcuff Case

k. Aerosol tear gas holster (upon request)

l. Plasticuffs

m. Sam/Sally Browne belt

n. Insulated waders and boots (where necessary)

o. Rain Boots (where necessary)

p. Raincoat (where necessary)

q. Rain pants (where necessary)

r. Soft Body Armor (upon request)

s. Duty Weapon

t. Holster

2. Employees required to operate a motorcycle, ATV or snowmobile shall be issued an appropriate protective helmet.

3. Fish and Game Wardens who are assigned to regular patrol assignments and who are not otherwise provided such equipment, will be provided with a 12 gauge shotgun and electro lock device upon request.

4. All large ocean-going Department of Fish and Game vessels will be equipped with the following:

   a. Life raft

   b. Survival suits (north of Point Conception)

   c. E.P.I.R.B. Class A type buoys

   d. Strobe lights for life jackets and boats

   e. Ear protectors

5. All Department of Fish and Game vessels 30' or larger will be equipped with the following:

   a LORAN "C"

   b. Marine Radios

c. R.D.F.

d. Holding Tank

e. Showers (overnight boats)

f. Vessels acquired after the effective date of this Contract will be equipped with a fire suppression system

6. Upon request each Warden-Pilot will be provided with an initial issuance of two (2) Nomex flight suits.

M. SAFETY EQUIPMENT - DEPARTMENT OF PARKS AND RECREATION

1. The Department of Parks and Recreation shall provide each DPR uniformed peace officer with:

a. Aerosol tear gas

b. Ammunition

c. Ammunition Carrying Case

d. Badge, Departmental

e. Baton

f. Baton Rings

g. Flashlights - heavy duty law enforcement type

h. Handcuffs

i. Handcuff case

j. Holster, aerosol tear gas projector

k. Holster, Duty Weapon

l. Duty Weapon – semi automatic with 4 magazines

m. Sam/Sally Browne Belt

n. Soft body armor

2. The Department of Parks and Recreation shall make available to DPR Unit 7 employees other items of safety equipment it finds appropriate for specific assignment, such as the following:

a. Boots, rain

b. Ear Protectors

c. Goggles, Sand

d. Helmet, General Duty

e. Plastic flexi-cuffs and soft leg restraints

f. Rain suits, yellow

g. OHV Motorcycle Safety Boots

h. Police coveralls for K-9 Handlers

i. Nomex suits

3. Upon request each pilot shall be provided with an initial issuance of two (2) Nomex fire retardant flight suits.

N. SAFETY EQUIPMENT - SOCIAL SERVICES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Social Services:

a. Badge, Departmental

b. Flashlight - heavy duty

c. Handcuffs

d. Handcuff Case

e. Soft Body Armor

f. Cellular phone with long distance capacity while on travel status

g. Raid Jacket

O. SAFETY EQUIPMENT - OFFICE OF EMERGENCY SERVICES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Office of Emergency Services:

a. Aerosol Tear Gas

b. Badge, Departmental - clip-on type

c. Flashlight - heavy duty

d. Handcuffs

e. Handcuff case

f. Holster, aerosol tear gas

g. Raid Jacket

h. Rain boots - Yellow

i. Rain Pants - Yellow

j. Rain Coat - Yellow

k. Coveralls

l. International Orange Vest

m. First Aid Kit

n. Flares

o. Protective Goggles

p. Hard Hat

q. Fire Boots, waterproof vibram soled

r. NOMEX fire protective clothes

P. SAFETY EQUIPMENT - OFFICE OF STATE FIRE MARSHAL

1. The equipment for non-uniformed Unit 7 peace officers in the Arson and Bomb Unit, OSFM:
    a. Aerosol Tear Gas
    b. Ammunition
    c. Ammunition carrying case
    d. Badge, Departmental
    e. Flashlight - heavy duty
    f. Handcuffs
    g. Handcuff Case
    h. Holster, aerosol tear gas
    i. Holster, Duty Weapon
    j. Plasticuffs
    k. Duty Weapon
    l. Soft Body Armor
    m. Raid Jacket

Q. SAFETY EQUIPMENT - INDUSTRIAL RELATIONS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Industrial Relations (Labor Standards Investigators):
    a. Ammunition
    b. Ammunition Carrying Case
    c. Badge, Departmental - clip-on type
    d. Flashlight - heavy duty
    e. Handcuffs
    f. Holster, Duty Weapon
    g. Duty Weapon
    h. Soft Body Armor
    i. Magazines (2)
    j. Range ear protectors
    k. Plasticuffs
    l. Raid Jacket

R. SAFETY EQUIPMENT - DEPARTMENT OF CONSUMER AFFAIRS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Consumer Affairs (except Deputy Registrars):

a. Pepper Spray

b. Ammunition

c. Ammunition Carrying Case

d. Badge, Departmental - Clip-on

e. Flashlight - heavy duty

f. Handcuffs

g. Handcuff Case

h. Holster, aerosol tear gas

i. Holster, Duty Weapon

j. Duty Weapon - stainless

k. Soft Body Armor

l. Raid Jacket

2. Structural Pest Control Board Specialists, SPCB II, Department of Consumer Affairs:

   a. Flashlight (heavy duty law enforcement type)

   b. Handiwipes

3. The equipment listed below is designated as employee protective equipment for Field Representatives, Bureau of Electronic and Appliance Repair:

   a. Flashlight (mini-mag or heavy duty) upon request

   b. Handiwipes

4. The equipment listed below is designated as employee protective equipment for Program Representatives, Bureau of Automotive Repair:

   a. Flashlights (heavy duty)

   b. Handiwipes

S. SAFETY EQUIPMENT - ALCOHOLIC BEVERAGE CONTROL

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Alcoholic Beverage Control:

   a. Chemical Agent

   b. Ammunition

   c. Ammunition Carrying Case

   d. Badge, Departmental - clip-on type

   e. Pen Light Flashlight - heavy duty

   f. Handcuffs

   g. Handcuff Case

h. Holster, chemical agent

i. Holster, Duty Weapon

j. Plasticuffs

k. Duty Weapon

l. Soft Body Armor

m. Expandable Baton and Holder

n. D-cell flashlight

o. Equipment bag

T. SAFETY EQUIPMENT - DEPARTMENT OF INSURANCE

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Insurance:

a. Chemical Agent

b. Ammunition

c. Magazine with Case

d. Badge, Departmental - clip-on type

e. Flashlight - heavy duty

f. Handcuffs

g. Handcuff Case

h. Holster, aerosol tear gas

i. Holster, Duty Weapon

j. Plasticuffs

k. Duty Weapon

l. Soft Body Armor

m. Raid Jacket

U. SAFETY EQUIPMENT - DEPARTMENT OF MOTOR VEHICLES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Motor Vehicles:

a. Chemical Agent

b. Ammunition

c. Ammunition Carrying Case

d. Badges, clip-on and flat badge

e. Flashlight - heavy duty

f. Handcuffs

g. Handcuff Case

h. Holster, Duty Weapon

i. Duty Weapon, semi automatic

j. Soft Body Armor

k. Raid jacket

l. Coveralls

m. ASP Collapsible baton

n. Magazines (2)

o. Equipment bag

V. SAFETY EQUIPMENT – STATE LANDS COMMISSION

The Commission shall provide each employee the following safety equipment, consistent with assigned duties, to the classes of Marine Safety Inspector and Marine Safety Specialist:

a. Flotation vest (pooled)

b. Hard hat

c. Jacket and/or flotation jacket (pooled)

d. Soft cap-2 per year

e. Nomex coveralls

f. Flashlight, class I, Division 2, Hazardous location

g. Safety glasses/lens (non prescription)

W. SAFETY EQUIPMENT - DEPARTMENT OF JUSTICE SPECIAL AGENT AND SPECIAL AGENT SUPERVISOR

1. The equipment listed below is designated as peace officer protective equipment for Special Agent and Special Agent Supervisor of the Department of Justice:

a. Ammunition

b. Ammunition Carrying Case

c. Badge, Departmental - clip-on type

d. Ear Protectors

e. Flashlight - heavy duty

f. Handcuffs

g. Handcuff Case

h. Handgun as prescribed by management

i. Holster, Handgun

j. Plasticuffs

k. Soft Body Armor - threat level III protection

l. Chemical agent with holster

m. Raid jacket – as described by management
n. Raid cap – as described by management
o. Mesh Raid jersey – as described by management
p. Ballistic helmet – as described by management

q. Shooting glasses

r. Extendable Baton with holster

2. Upon request each pilot shall be provided with an initial issuance of two (2) Nomex fire retardant flight suits.

X. SAFETY EQUIPMENT - DEPARTMENT OF HEALTH SERVICES, AUDITS AND INVESTIGATIONS DIVISION AND FOOD & DRUG BRANCH

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Health Services, Audits and Investigations Division and Food & Drug Branch:

a. Ammunition

b. Ammunition Carrying Case

c. Badge, numbered, clip-on type

d. Flashlight - heavy duty

e. Handcuffs

f. Handcuff Case

g. Holster, Duty Weapon

h. Duty Weapon

i. Soft Body Armor

j. Chemical agent

k. Holster for chemical agent

l. Range Safety Glasses

m. Ear Protection

n. Plastic Cuffs, upon request

o. Raid Hat and Jacket

p. Equipment Bag

q. Magazines (2) For Duty Weapon

Y. SAFETY EQUIPMENT – OFFICE OF THE SECRETARY OF STATE

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in Office of the Secretary of State:

a. Badge, Department issue

b. Flashlight - heavy duty

c. Handcuffs

d. Handcuff Case

e. Soft Body Armor - upon request

Z. SAFETY EQUIPMENT - DEPARTMENT OF TRANSPORTATION

1. The equipment listed below is designated as employee protective equipment for Highway Outdoor Advertising Inspectors.

   a. Flashlight

AA. SAFETY EQUIPMENT - CALIFORNIA STATE LOTTERY

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the California State Lottery:

   a. Ammunition
   b. Badge: Star type
   c. Badge Holder: Clip on
   d. Body Armor: Vest type, bullet proof
   e. Ear Protectors #29-2520: Head Set type
   f. Evidence Case: Brief Case with double combination lock
   g. Flashlight: Mag-lite
   h. Handbag (women): Black
   i. Handcuffs: Peerless (Nickel finish)
   j. Handcuff Case: Compartment (plain black)
   k. Holster, duty weapon, with belt hoop
   l. Pepper Spray
   m. Pepper Spray Case, with belt loop
   n. Raid Jacket: Navy Blue, button front
   o. Duty weapon, semi automatic, Glock

BB. SAFETY EQUIPMENT - DEPARTMENT OF CORPORATIONS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed peace officers in the Department of Corporations:

   a. Soft Body Armor - upon request
   b. Handcuffs
   c. Handcuff Case

CC. SAFETY EQUIPMENT – DEPARTMENT OF JUSTICE, BUREAU OF FORENSIC SERVICES

1. The equipment listed below is designated as protective equipment for the Bureau of Forensic Services:

   a. Safety glasses (non-prescription) and goggles
   b. Hearing protection devices
   c. Flashlight - heavy duty

d. Personal protective equipment consistent with biosafety level 2 operations, including disposable coveralls

2. In addition to the items listed in number 1 above, Criminalists/Senior Criminalist who respond to clandestine laboratories shall be provided the following:

a. Respiratory protective equipment and chemical resistant clothing as appropriate for the hazardous condition, to include:

(1) Full-face air purifying respirator with accessories.

(2) NOMEX shirt, pants, gloves and balaclava (2 pairs).

(3) Knee-high, poly blend chemical-resistant boots with steel toe and shank.

b. Field equipment bag.

c. In addition to the items listed in number 1 above, a pool supply of protective equipment shall be provided as follows:

(1) heavy duty, strap type kneepads with plastic exterior facing,

(2) adjustable back support belt,

(3) hard hat,

(4) PIGS – minimum two per crime lab

DD. SAFETY EQUIPMENT - DEPARTMENT OF JUSTICE, SECURITY OFFICER

1. The State shall provide each uniformed Department of Justice Security Officer with:

a. Chemical agent

b. Ammunition

c. Two Speed loaders with Case

d. Badge, Departmental

e. Baton - PR24 or equivalent

f. Baton ring

g. Cap Piece, Departmental

h. Ear protectors - upon request

i. Flashlight - heavy duty

j. Handcuffs

k. Handcuff case

l. Helmet, General duty

m. Holster, aerosol tear gas protector

n. Holster, Duty Weapon - breakfront type

o. Plasticuffs - upon request

p. Duty Weapon

q. Soft body armor

r. Sam/Sally Browne belt

s. Raincoat

EE. SAFETY EQUIPMENT - STATE CONTROLLER'S OFFICE

1. The equipment listed below is designated as protective equipment for Unit 7 employees in the State Controller's Office:

a. Soft Body Armor

b. Flashlight

c. First Aid Kit

d. Handcuffs

e. Handcuff case

f. Raid jacket

g. Badge

FF. SAFETY EQUIPMENT - HOUSING AND COMMUNITY DEVELOPMENT

1. The equipment listed below is designated as protective equipment for Unit 7 employees in the Department of Housing and Community Development:

a. Safety glasses (non-prescription)

b. Flashlight

GG. SAFETY EQUIPMENT - EMPLOYMENT DEVELOPMENT DEPARTMENT

1. The equipment listed below is designated peace officer protective equipment for non-uniformed peace officers in the Employment Development Department:

a. Handcuffs

b. Handcuff case

c. Chemical Agent

d. Chemical Agent with Carrying Case

e. Jackets (Field Wind) from Pool

f. Badge, Departmental clip-on type

g. Flashlight, heavy duty

h. Body Armor

HH. SAFETY EQUIPMENT - FRANCHISE TAX BOARD

1. The equipment listed below is designated as employee protective equipment for Investigation Specialist - FTB:

a. Sanitary disposable rubber gloves

b. Raid jacket - navy blue

c. Duty weapon with magazine

d. Holster

e. Magazine pouch

f. Handcuffs and pouch

g. Collapsible baton and holster

h. Flat badge

i. Domed clip-on badge

j. Flash light-heavy duty

k. Body armor & two (2) carriers

l. Tactical vest

m. First aid kit

n. Mini-gun vault (office/home)

o. Pepper spray and holster

p. Raid cap (headgear)

q. Ammunition

r. Ear protectors

s. Safety glasses (non-prescription)

II. SAFETY EQUIPMENT – CALIFORNIA CONSERVATION CORPS

1. The equipment listed below is designated as safety equipment for the California Conservation Corps:

   a. Hard hat

   b. Leather work gloves

   c. Safety goggles or tinted safety glasses as appropriate for the job, including fire fighting (non-prescription)

   d. Head lamp

   e. Flashlight – heavy duty

   f. Rain Jacket – one

   g. Rain pants – one pair

   h. Rain Boots – one pair

   i. Fire response and fire support equipment – NOMEX hood, shroud, shirt, pants, fire shelter. Fire response shall also receive shoulder harness gear with integral pouch, and four quart canteens and leather gloves with NOMEX gauntlets or wristlets.

And the State agrees to reimburse employees pursuant to the uniform replacement provision of section 12.2 for the cost of purchase or replacement of protective footwear as described herein for wildland fire fighting activities. Said footwear shall consist of heavy duty lace-type boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six inches in height measured from the bottom of the shoe heel. This reimbursement approach is used to ensure correct fittings of footwear. This footwear does not replace any boots provided under any other section of this contract.

At the request of the employee, a Daypack/Backpack (1600-2200 cubic inches) shall be provided. The Daypack/Backpack shall remain the property of the CCC.

13.2 Physical Fitness

A. Subject to the availability of funds, the State shall continue to acquire physical fitness equipment and to install such equipment in suitable facilities, and shall make such equipment and facilities available to those employees for whom there is a physical fitness requirement or expectation in their jobs, at no cost to the employees. Nothing in this provision shall obligate the State to expend funds on the acquisition of physical fitness equipment.

B. Where such physical fitness facilities and equipment are currently made available to employees, such facilities and equipment shall continue to be made available for the duration of this Contract.

C. Where the utilization of State time by employees for physical fitness activities is currently authorized, such utilization shall continue to be authorized for the duration of this Contract.

13.3 Physical Fitness Incentive Program

A. Permanent full-time peace officer/firefighters in Bargaining Unit 7 (except in the Department of Fish and Game as a result of a 1999-2001 agreement which added the incentive into base pay) who pass the physical fitness test outlined in section E., and have thirteen (13) qualifying pay periods of State service or more as a permanent full-time peace officer/firefighter, shall receive a flat rate of sixty-five dollars ($65) per pay period.

B. The employee must pass the Physical Fitness Program annually to be eligible for the sixty-five dollars ($65) incentive pay. An employee who fails the test shall be allowed to retake the test once each quarter. This incentive pay shall not be retroactive for those employees who fail the exam. Employees in a specific unit or work location who are prevented from scheduled testing by management for operational reasons or state emergency shall be provided a make-up test scheduled to avoid a loss of the physical fitness incentive pay. When an individual employee is denied the opportunity to take the physical fitness test because of job required duties, a grievance may be filed directly with DPA for final reconsideration. An employee who is receiving the incentive pay and who is denied the opportunity to take the physical fitness test because of job required duties, operational reasons or a State emergency, shall have the incentive pay continue until a make-up test can be scheduled.

C. This physical fitness incentive pay shall begin on the first pay period following the successful passing of the physical fitness test. The physical fitness incentive pay, shall not be considered compensation for purposes of retirement. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as overtime checks. It is understood by the parties that Departments have no control over the procedures and processes of the State Controller's Office and that such procedures and processes may impact the timeliness of the physical fitness incentive pay checks.

D. It is the responsibility of each eligible employee, as defined in section A., to provide the Test Administrator his/her current mailing address in order to be scheduled for the physical fitness test. The State is not responsible for tests scheduled due to an employee's failure to provide a correct mailing address. Once scheduled, the eligible employee must notify the Test Administrator at least fourteen (14) work days prior to the test date, as to whether he/she will take the test on the specified date. If the employee accepts the test date and fails to appear for the test, he/she shall reimburse the appointing power for the costs for failing to appear at the scheduled test date. This reimbursement requirement will not apply to employees who themselves were not notified fourteen (14) days prior to the test, or who otherwise were unable to attend the test due to a verified illness or family emergency or any job related duties.

E. The Physical Fitness Incentive Pay test is composed of a pre-screening medical assessment for cardiac risk (Phase I) and physical fitness test (Phase II), both of which must be passed in order to be eligible for the Physical Fitness Incentive Pay (See Attachment D). The State agrees to use the same protocols used in administering the “Three Minute Test-Recovery” (i.e. Step Test) segment as used by the Department of Corrections.

1. The pre-screening medical assessment will be completed and evaluated prior to moving to Phase II of the test. It shall be on the employee's own time. Anyone failing the Medical Assessment shall be required to obtain a medical doctor's release on his or her own time and expense before proceeding with the physical fitness test.

   Employees may substitute the pre-screening medical assessment described as Phase I with the medical examination and doctor's certification stating that the employee has no medical condition which restricts him or her from participating in Phase II of the examination. The medical examination shall be at the employee’s own time and expense. If an employee is not measured for body fat at the time of the medical examination he/she will be measured for body fat as part of the physical fitness test. Body fat shall be considered measurement only and shall be made using U.S. Navy protocol and U.S. Navy body fat predictions.

2. The physical fitness test is voluntary and will not be conducted on State time and will consist of the following:

   a. Three-Minute Step Test-Recovery; and

   b. Flexibility Sit and Reach Test or Situps; and

   c. Vertical Jump Test; and

   d. Illinois Agility Run Test.

F Any pre-conditioning in preparation for the above tests shall be the sole responsibility of each employee and shall not be on State time.

G. No list of applicants or the results of any PFIP testing shall be posted or disseminated to other than necessary personnel.

H. Participant's test results and test scheduling shall not be subject to Article 6 of the Unit 7 Contract.

13.4 Video Display Terminals

A. This section shall apply to Unit 7 employees whose main function is the daily operation of a video display terminal (VDT) on a continuous basis (at least five (5) hours per day).

B. In order to provide a safe and healthy workplace for Unit 7 employees specified in paragraph A. above and consistent with the availability of funds when the State orders new VDT equipment, the State agrees to order VDT equipment wherever possible in accordance with the recommendations made by the Joint Labor/Management Video Display Terminal Committee Report issued in August, 1986, and the guidelines issued by the Office of Information Technology. This includes but is not limited to:

1. Adjustable chairs with five-pronged stands;
2. Adjustable tables/desks;
3. Accessories such as footrests, wristrests or portable document holders.

C. The State shall provide instruction in the proper operation and adjustment of VDTs and VDT workstation equipment and CAUSE will encourage employees to properly use VDT equipment.

D. The State shall take action as it deems necessary to mitigate glare from the workplace: such as, rearrangement of the workstations to avoid glare on terminal screens from windows and ceiling luminaries, or providing anti-glare filters or screen hoods to reduce the glare from light sources.

E. Wherever possible the State shall attempt to maintain all VDT equipment in proper repair, state of cleanliness and working order in accordance with the manufacturer's recommendations.

13.5 Protective Clothing

A. The Department of Consumer Affairs

The Department of Consumer Affairs shall provide to employees all protective equipment, materials and supplies deemed necessary and appropriate by the Department to enable the employees to perform assigned duties and responsibilities.

1. The Department of Consumer Affairs will provide the following protective clothing:

   a. Inspectors, Bureau of Home Furnishings - one pair of coveralls or a shop coat.

b. Program Representatives, Bureau of Automotive Repair - one pair of coveralls or shop coat, at the employee's discretion.

c. Structural Pest Control Board Inspector - Two pair of coveralls

2. Protective clothing provided pursuant to this section is State owned property which will be maintained by the employee. Employees issued State provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing other than that incurred as the result of normal wear or through no fault of the employee.

3. Protective clothing shall be replaced when worn to such a degree as to no longer provide the protection required, or when it no longer presents a professional appearance.

B. Department of Food and Agriculture

Protective clothing deemed appropriate and required by the Department of Food and Agriculture for the job will be furnished to Brand Inspectors, Livestock Inspectors, and Dairy Foods Specialists. Protective clothing provided pursuant to this section is State owned property which will be maintained by the employee. Employees issued State provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing due to substantial negligence. Protective clothing means particular colors or types of coveralls, lab coats, rubber boots, and rain wear which are required to be worn over or in place of regular clothing and is necessary to protect the employee's personal clothing from damage or stains which would be present in the normal performance of duties.

C. State Lands Commission

The State Lands Commission will provide each employee in the classes of Marine Safety Inspector and Marine Safety Specialists with the following:

1. Rain gear (pants and jacket)

2. Rain Boots

3. All weather gloves

D. California Highway Patrol

1. The Department of California Highway Patrol will provide the following rainwear to Motor Carrier Specialist Is and School Pupil Transportation Safety Coordinators whose normal work duties requires work outdoors in inclement weather.

a. Rain Jacket – one

b. Rain Pants – one pair

c. Rain Boots – one pair

d. Rain Hat – one

The type of rainwear shall be determined by the Department.

2. The Department shall provide adequate multiple changes of coveralls to each Motor Carrier Specialist I at no cost to the employee.

3. Protective clothing provided pursuant to this section is State-owned property. It shall be worn and maintained as the Department deems appropriate in the normal performance of the employee's duties. The employee shall wear the protective clothing in accordance with the instructions provided by the Department. Employees issued State-issue protective clothing shall be held responsible for loss of and/or damage to the protective clothing due to gross negligence.

E. Department of Motor Vehicles

1. Licensing Registration Examiners whose normal work duties require outdoor work in inclement weather shall be provided, upon request, appropriately sized (S/M/L/XL/XXL) foul weather clothing and/or footwear, to be worn at the employee's discretion. Protective clothing pursuant to this section is to be worn over regular clothing as necessary in inclement weather.
2. Protective clothing will be waterproof and wind resistant, and may include any or all of the following, as determined by the employee's request:
   a. Rain Gear (pants and jacket or pants and parka)
   b. Rain Boots
   c. All Weather Gloves
   d. Rain Hat
3. The type of protective clothing shall be determined by the Department. Protective clothing pursuant to this section is State-owned property, and shall remain on State property when not in use. It shall be worn and maintained as appropriate in the normal performance of the employee's duties. Employees who request and are provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing due to gross negligence.

13.6 Protective Equipment - Livestock Inspector

The Department of Food and Agriculture shall provide to Livestock Inspectors all protective equipment, materials and supplies deemed necessary and appropriate by the Department to enable the employees to perform assigned duties and responsibilities. Employees issued State-provided protective equipment, materials and supplies shall be responsible for loss of and/or damage to those items other than that incurred as the result of normal use, wear or through no fault of the employee.

13.7 Chemical Agent-Dogs

Unit 7 employees who work field assignments shall, if requested, be provided a chemical agent which is designed as a defense against attacking dogs.

13.8 Exercising on State Time – Firefighters

The employer shall furnish one hour for approved exercise activities during normal working hours except during emergency assignments or during full-day training programs. The department shall require employees to exercise during this hour.

13.9 Specialized Equipment – DMV Investigator

A. The DMV recognizes that Investigators, DMV, reviews various government issued forms of identification from applicants for drivers licenses and vehicle registrations. The DMV recognizes that various governmental agencies employ security features on their documents that require analysis by magnification or Ultra Violet (UV) Light application to view these security features.

B. DMV, in many of it own documents employ micro printing and specialized inks and fibers that alert to UV application. The DMV recognizes that these documents are routinely examined by Investigators in the field, in their offices, or in court to ascertain if the document is genuine.

C. The DMV shall provide the following to all Investigators, DMV:

   1. A magnification aide, such as a magnifying glass that is portable but powerful enough to read micro printing currently used by most governmental agencies.

   2. A portable UV light source, capable of alerting the most common specialized inks and fibers used by most governmental agencies.

ARTICLE 14 – CAREER DEVELOPMENT

14.1 Education and Training

A. The State agrees to reimburse Unit 7 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

   1. Tuition and/or registration fees;

   2. Cost of course-required books;

   3. Transportation or mileage expenses;

   4. Toll and parking fees;

   5. Lodging and subsistence expenses.

   Where applicable, reimbursement rates for the above expenses shall be in accordance with this Contract.

B. When a Unit 7 employee attends a department approved career-related out-service training course(s), the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursements for tuition and other necessary expenses. Except as established by the department, reimbursement should be for up to fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

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

D Incomplete Assignment

1. General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement tuition and other necessary expenses and shall agree to return any advance payment received.

2. Exceptions. The employee shall receive reimbursement for tuition and other necessary expenses provided the training facility reports satisfactory performance by the employee during the assignment and the incompletion was due to an event beyond the control of the employee.

14.2 Training - POST

A. Hospital Police Officers

1. Hospital Police Officers employed by the Department of Mental Health may attend, on their own time, non-resident five-hundred and twenty (520) hour POST certified basic training at POST certified local facilities and shall be reimbursed, pursuant to Article 14.1, by the State for the cost of tuition and course-required books.

2. With advance approval, the Hospital Police Officers may attend such courses without loss of compensation when otherwise scheduled for work provided: a) their absence will not result in an increased cost to the State (e.g., additional staff, overtime, etc.); or, b) the department head or designee approves the absence despite such costs.

B. Other Unit 7 Classes

Except as otherwise provided in this Contract, each department employing Unit 7 peace officers and involved in POST certificate programs shall continue to participate in those programs.

14.3 Training - Emergency Medical Technician

A. Notwithstanding section 14.5 of this contract, where readily available, full-time Fire Fighters, and Fire Fighter/Security Officers will be allowed to attend Emergency Medical Technician training for purposes of EMT certification if they are not already certified.

To the extent that the courses occur when the employee is otherwise scheduled for duty, the employee will be allowed to attend the class without loss of compensation.

The Department shall reimburse the employee for the cost of course required books and tuition.

CAUSE recognizes that it may not be possible for all employees to attend the training full-time, immediately or during the same semester because of staff shortages or the availability of funds.

B. The Department of Parks and Recreation agrees to accept EMT training certification as meeting the requirement that Unit 7 employees have Emergency Medical Responder (EMR) certification.

14.4 Training – California Conservation Corps (CCC)

A. New employees shall receive a minimum of eighty (80) hours of orientation and Initial Entry Training which includes, but is not limited to:

   1. Orientation to State service, and the job of the Conservationist.
   2. Basic Safety and Vehicle Information.
   3. Hand Tool Orientation and Usage.
   4. Corpsmember Discipline and Grievance Procedures.
   5. Basic Supervision of corpsmembers.

   New employees shall receive the Orientation training within sixty (60) calendar days, but not later than six (6) months from the date of hire. The CCC shall endeavor to provide new Conservationist I hires with Initial Entry Training within forty-five (45) days of the CCC achieving a class size threshold of 8-10 students, but no later than six (6) months after hire.

B. New employees shall attend the Conservationist Leadership Academy in the second year after hire. The Conservationist Leadership Academy will be offered to Conservationists I who have not been afforded the opportunity to complete training as defined in (a).

C. On an as needed basis to ensure proficiency in the performance of the employee's duties and responsibilities, but at least once every three (3) years, any Conservationist who so requests, the department shall authorize training in conjunction with an approved annual Individual Training Program (ITP) including, but not limited to the following: basic supervision, water safety, human relations, employment sensitivity training (sexual harassment, fraternization, and cultural diversity), chainsaw usage, and handtool/powertool usage.

D. Conservationist shall receive defensive driver training every four (4) years, except when DMV driving records indicate a record of traffic violations and/or accidents, employees may be required to complete defensive driver training every two (2) years.

E. Each Conservationist shall receive certified first aid training as required to maintain certification.

F. Each Conservationist shall receive annual certified CPR training.

G. Conservationists who are assigned to supervise a Type II fire crew shall be provided at least sixty (60) hours of fire fighter training.

H. If not specifically required for Conservationists as training elsewhere in this section, the following courses shall be considered authorized career-related training for reimbursement purposes of section 14.1 for Conservationists:

Emergency Medical Technician	Youth Behavior Classes
First Responder	Adult Learner Courses
Fire Fighter Training	Specialized Tools and Equipment
HazMat Training	Incident Command System Unit Leader
Construction Technology	Training for Trainers
Crisis Intervention/Suicide Prevention	How to Deal with Difficult People
Flood Fighter	Emergency Response/Preparedness
Standardized Emergency Management Systems	Incident Command Systems

14.5 Training Specialized

A. Emergency Medical Training

Emergency Medical Training shall be considered authorized job-related training for purposes of section 14.1, for Unit 7 Peace Officers, Conservationists, Fire Fighters, and Fire Fighter/Security Officers (FF/SO), unless otherwise provided by this Contract. EMT training shall be accepted as meeting the emergency medical training requirement for any Unit 7 employee who has such a requirement.

B. Fire Fighter Training

1. In addition to any other training or education required or approved by law or by the employer, Unit 7 fire fighter/security officers, except at the Department of Veterans Affairs, and fire fighters shall engage in a minimum of one hundred (100) hours annually of in service training, based upon a California State Fire Marshall approved curriculum for Firefighter I and II, which may include the following:

a. Basic Fire Fighter Skills - Approximately 60 hours

**(1) Fire Chemistry and Technology - Approx. 2 hours

**(2) Tools and Appliances - Approx. 5 hours

(3) Hose Handling and Hose Lays - Approx. 15 hours

(4) Ladders - Approx. 10 hours

**(5) Breathing Apparatus - Approx. 5 hours

(6) Fire Apparatus Driving and Maintenance - Approx. 4 hours

(7) Pumps and Pumping Procedures - Approx. 5 hours

(8) Forcible Entry and Ventilation - Approx. 5 hours

(9) Salvage and Overhaul - Approx. 3 hours

(10) Ropes and Knots - Approx. 2 hours

**(11) Fire Prevention and Inspections - Approx. 2 hours

**(12) Fire Alarm and Extinguishing Systems - Approx. 2 hours

**b. Live Fire Training - Approximately 20 hours

(For the Firefighter/Security Officers at the Department of Veterans' Affairs, this training shall consist of five (5) hours in any of the following:)

(1) Structure Fires - Approx. 10 hours

(2) Wildland Fires - Approx. 5 hours

(3) Special Fires - Approx. 5 hours

**c. Fire Fighter Safety - Approximately 8 hours

**d. Radio Communications - Approximately 4 hours

**(Only those classes marked by a double asterisk apply to the Firefighter/Security Officers at the Department of Veterans' Affairs)

2. In addition to the above, the following specialized courses shall be provided as required:

   a. First Responder (Emergency Care of the Sick & injured) Department of Veterans Affairs only or, EMT (Emergency Medical Technician and recertification.)

   b. C.P.R. (Cardiopulmonary Resuscitation) and recertification.

   c. Hazardous Materials First Responder Operational and annual refresher.

   d. California Driver License Class B-Restricted (Firefighter Endorsement) (Except for Department of Veterans' Affairs)

3. In addition to the above required or approved fire related training or education, a career/job related training/education out-service curriculum shall be adopted and made available at management's option to Unit 7 Firefighters, and Firefighter/Security Officers:

   a. California State Fire Marshall approved certification tracts

   b. California State Fire Training FSTEP (Fire Service Training and Education Program) approved courses

   c. Office of Emergency Services approved courses

   d. National Fire Academy approved courses

   e. Federal Emergency Management Agency approved courses

   f. National Wildfire Coordinating Group approved courses

   g. Other specific career fire related training

4. The parties recognize that course titles may vary or change and it is the intent of the parties that the above listed courses or their equivalents shall constitute the curriculum. The departments shall periodically advise Fire Fighters/Security Officers and Fire Fighters of course availability.
5. Requests for Fire Fighter and Fire Fighter/Security Officer training that are otherwise consistent with this provision will not be unreasonably or arbitrarily denied. It is the intent and desire of the parties that Fire Fighters and Fire Fighter/Security Officers be trained and certificated as expeditiously as operational needs and funding permit.
6. The employer shall have discretion to determine which specific out-service courses within each category are authorized for attendance by a given Fire Fighter or Fire Fighter/Security Officer. Consideration shall include the fire service needs of the facility, when and where the course is scheduled to occur, the availability of funds designated for Fire Fighter or Fire Fighter/Security Officer training and the preference of the Fire Fighter or Fire Fighter/Security Officer. Upon a successful completion of a course authorized in advance, the employer shall reimburse the Fire Fighter for one hundred percent (100%) of the cost for course-required books and tuition of job related courses, and fifty percent (50%) of the cost for course-required books and tuition of career related courses. For purposes of this section, job related courses are courses which provide useful job related knowledge, while career related courses are courses which are for career development. Further, the Fire Fighters or Fire Fighter/Security Officer may attend authorized courses without loss of compensation when otherwise scheduled for work.
7. The above curriculum is not intended to preclude Fire Fighters or Fire Fighter/Security Officer from requesting or the employer from requiring attendance at courses required for maintenance of special certificates or licenses that are required by the employer for the job of Fire Fighter or Fire Fighter/Security Officer.

C. For Unit 7 firefighter/security officers, the following shall be provided:

1. Penal Code 832 Level III minimum.
2. P.O.S.T. recognized chemical agent and refresher
3. Self Defense Training-minimum eight (8) hours annually
4. P.O.S.T. recognized baton and annual refresher
5. Quarterly Firearms Certification (Except DVA)
6. Other specific training or P.O.S.T. recognized courses as required by the department of by law.

D. Self Defense Training

All other Unit 7 peace officers shall receive a minimum of eight (8) hours of Self Defense Training per fiscal year. Training in managing assaultive behavior at DMH and DDS will substitute for self defense training. During the term of this contract, each department shall meet with CAUSE to determine the necessity for self defense training beyond what is provided by managing assuaultive behavior. Should it be determined that additional training is necessary, the department(s) and CAUSE shall meet and confer regarding the implementation of that training. This training may be conducted concurrently with the quarterly shooting qualification training. This provision shall not apply to the Department of Justice.

E. Licensing Registration Examiner (LRE) Training

1. The department shall continue its practice of providing a minimum of one hundred twenty (120) hours initial training to newly appointed LREs. Incumbent LRE's shall receive at least eight (8) hours of refresher and updated training per year.
2. Licensing Registration Examiners who are required by the department to process vehicle registration or perform VIN verifications shall receive the appropriate training. Such training will be scheduled in accordance with operational needs.
3. It is further agreed that basic CPR and First Aid Training shall be made available to LREs who volunteer for such training. Training will be scheduled in accordance with operational needs.
4. DMV shall endeavor to dedicate one 1-hour training slot each month to LRE specific topics such as drive test criteria where and when it is operationally feasible.

14.6 Field and Program Representative Training and Special Learning

A. Each new Field or Program Representative employed by the Bureau of Automotive Repair or the Bureau of Electronics and Appliance Repair, whose duty it is to conduct regulatory inquiries and who has not received the below listed training, shall receive such training within one (1) year of hire. The department will make every effort for each existing Field or Program Representative who has not received the following training to receive such training by December 31, 2006.

1. Regulatory Investigative Techniques for Regulatory Agencies (when feasible, to be provided by the Sacramento Regional Criminal Justice Training Center)
2. Technical Report Writing
3. Mediator Techniques

B. When such training is not available during normal work hours, the employee may flex his/her hours to attend evening classes.

14.7 Personnel and Evaluation Materials

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.

B. Upon request of any Unit 7 employee, the State shall identify any and all supervisory/managerial personnel files kept by the State on the employee including identifying the location of each file. An employee and/or his/her authorized representative may review any of his/her personnel files during regular office hours, except where denial of access is authorized by statute. Where the file is in a location remote from the employee's location, reasonable arrangements will be made to accommodate the employee's review of the file. However, the State shall incur no travel costs in accommodating the employee.

C. No other personnel files on the Unit 7 employees, other than those referenced in this section, shall be maintained by any agent of the State for any purpose.

D. Information in an employee's personnel files shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that the information in an employee's personnel files may be released pursuant to court order or subpoena. A good faith effort shall be made to notify an affected employee of the existence of such a court order or subpoena or a motion for court order to gain access to personnel files prior to the release of any information.

E. Adverse evaluation material or adverse material relating to an employee's conduct, attitude or service shall not be included in his/her official personnel file or any other file as identified under B. above, without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

F. An employee and/or his/her authorized representative having the employee's signed authorization may review his/her official personnel files during regular office hours. Where the official personnel file is in a location remote from the employee's work location reasonable arrangements will be made to accommodate the employee's review of the file. However, the State shall incur no travel costs in accommodating the employee.

G. The employee shall have a right to insert in his/her file within thirty (30) days of the employer placing an item in the personnel file reasonable supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

H. Materials relating to an employee’s performance which are included in the employee’s official departmental personnel file shall be retained for a period of time specified by law. If not specified by law the period of time shall not exceed three (3) years. Materials which are included only in a supervisory/managerial file and not forwarded for the official personnel file shall only be retained for one (1) year.

I. Documentation on or related to administrative investigations or inquires which are unfounded, exonerated or not sustained shall not be placed in the employee’s official personnel file. When requested, the location of the file containing the documents shall be identified to the employee. No administrative investigation or inquiry shall have a finding other than sustained, unfounded, exonerated or not sustained.

14.8 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance should be held in private or in a location sufficiently removed from the hearing range of other persons. If a facility meeting these requirements is not available, within the immediate office area of the employee management shall make good faith efforts to obtain an alternate location.

14.9 Lifeguard/State Park Ranger Cadet Training Program

A. The reporting location for new Cadets entering the Department shall be a POST-certified Peace Officer academy to be determined by the Department. If the Department determines it necessary to change this reporting location, the Department shall notify CAUSE of the proposed change. CAUSE, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

B. Upon successful completion of the Basic Visitor Services Training course, employees will be assigned to a new work location based on list standing at the time of entering the training course. Employees with the highest standing will have first choice of available work locations within their time base. Employees will normally be notified of their new work location within forty-five (45) calendar days after the beginning of the training course. Employees will report to their new work location at their own expense.

C. Employees appointed as a cadet in the Cadet Program may be subject to unpaid time off during the Cadet training and will be notified at the time of the appointment.

14.10 Special Projects Fingerprint Program

The State employer agrees to meet over the subject of Special Projects for Criminal Identification Specialists in the Fingerprint Program as a topic for discussion in joint labor/management committee meetings.

14.11 CIS Evaluation Standards

The State Employer agrees to include the subject of performance evaluation standards for Criminal Identification Specialists within the Fingerprint Program as a topic of discussion whenever the implementation, application or methodology of existing standards are proposed for change.

14.12 Interpretive and Resource Management Activities

A. The State employer encourages Unit 7 employees to share their ideas with management regarding the interpretive and resource management activities of the Department of Parks and Recreation. These ideas should be submitted to management through the normal organizational chain of command.

B. The Department will provide by policy for time for development, preparation, and presentation of interpretive programs, for the use of volunteers, and for coordination of interpretive programming at the District level.

14.13 DMV Investigator Training

A. Each DMV Investigator employed at the Department of Motor Vehicles, whose duty is to conduct regulatory inquiries and who has not received the below listed training, the Department will endeavor to provide such training within one (1) year of hire, with the State providing supplemental training annually. The department will make every effort for each existing DMV Investigator who has not received the following training to receive such training by the end of the contract.

B. Legal Techniques, in regard to conducting administrative investigations and prosecutions concerning DMV Occupational Licensing. As such, Administrative Investigations are unique to the department, both the Department and the Association of Motor Vehicle Investigators of California (AMVIC), shall work together to advance this goal.

14.14 Joint Labor Management Committee - DCA

The DCA and CAUSE agree to establish a Joint Labor Management Committee to discuss Health and Safety issues with a composition of three (3) management and three (3) union representatives. The committee meetings shall be held on an as needed basis.

ARTICLE 15 – CLASSIFICATIONS

15.1 Classification Proposals

A. When the State desires to establish a new classification and assigns it to Bargaining Unit 7 or modifies an existing one that is in Bargaining Unit 7, the Department of Personnel Administration shall notify CAUSE in writing at least thirty (30) calendar days prior to requesting the State Personnel Board to adopt the classification proposal.

B. If CAUSE requests in writing within fifteen (15) calendar days of the notice, the Department of Personnel Administration shall meet with CAUSE to discuss the proposed class specification. If CAUSE does not respond to the classification notice, the classification proposal shall be deemed agreeable to CAUSE and be placed on the State Personnel Board's consent calendar.

C. The Department of Personnel Administration shall meet and confer, if requested in writing within seven (7) calendar days from the date State Personnel Board 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 Article 6.

15.2 Out-of-Class Work

A. Notwithstanding Government Code section 905.2, 19818.8, 19823, an employee may be required to perform work in a higher classification other than that described in the specification for his/her classification for up to one hundred and twenty (120) consecutive calendar days during a fiscal year.

B. Out-of-Class When Required in Writing

A department head or designee may direct an employee in writing to perform work in a higher class for fifteen (15) consecutive calendar days without any increase in compensation.

If a department head or designee requires an employee in writing to work in a higher classification for more than fifteen (15) consecutive calendar days, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires in writing, an employee to work in a higher classification for thirty (30) consecutive calendar days or more, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess one hundred twenty (120) consecutive calendar days. If the employee is promoted, the five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class. In accordance with the provisions of this subsection, no employee may be compensated for more than one (1) year of out-of-class work for any one assignment.

C. Employees are not performing work in a higher classification when:

1. They are on training and development assignments, in apprenticeship or training classifications or performing duties different from the employee's regular duties because of an injury, illness or return to work program.
2. DPA approves a change in allocation standards and an employee claims that he/she was working in a higher classification prior to the effective date of the change in the standards.
3. The SPB establishes a new class which describes duties that were previously properly allocated to another class and an employee claims that he/she was working in a higher class prior to the effective date of the class establishment.
4. The current class specification permits the performance of such duties.
5. An employee requests accelerated movement in a deep class series (e.g., Staff Services Analyst Ranges A, B, C).

D. Should any employee file suit against CAUSE seeking to declare this provision illegal, the State shall indemnify CAUSE for any costs incurred in defending itself.

E. The State shall not rotate employee’s in and out of acting assignments for the purposes of avoiding payment of an out-of-class differential.

F. t is not the State's intent to select employees for out of class assignments based on favoritism.

G. Out-of-Class Grievances

1. Should a dispute arise, this section shall be subject to the grievance and arbitration procedure and 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 19818.8 or the State Board of Control.

2. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.

3. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

15.3 Peace Officer/Firefighter (PO/FF) Study

The State agrees to provide PO/FF membership to employees of this Union in classes that meet the criteria for peace officer status under the Penal Code. The request to study the feasibility of any such positions meeting the requirements, which is determined by the Commission on Peace Officer Standards and Training (POST), may be initiated by the Union or the appointing power. The State also agrees to support legislation that would add the classes, as determined by POST, to the Penal Code sections that define peace officers.

ARTICLE 16 – EMPLOYEE TRANSFER AND RETENTION

16.1 Transfer - Filling of Vacancies

The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. Therefore, the State employer has the right to fill vacant positions by using existing eligible lists, involuntary transfers, reinstatements, reassignments, and training and development assignments. In addition, the State employer may also fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, abilities or aptitudes. When the provisions of this Article are utilized, the State shall cite, upon the employee's request, the reason and the methods used. Management shall exercise such rights in a non-arbitrary manner.

16.2 Voluntary Geographic Transfers

A. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another geographic area which the employee deems to be more desirable. Geographic Transfer is defined as a transfer which reasonably requires an employee to change his/her residence. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:

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

2. An individual department may require an employee to have completed his/her probationary period in his/her classification with the equivalent of one (1) year of service at the journey level of the available position to be eligible for transfer under the provisions of this section.
    a. If there is more than one (1) permanent employee with a transfer application to the same location on file, the department shall select the applicant with the most seniority. For positions requiring specific job related skills, the department shall select the most senior applicant with the requisite skill(s).
    b. Except where otherwise provided in this agreement, seniority is defined as department service in the advertised classification.
3. Except where otherwise provided in this agreement, employees who accept a geographic transfer shall not be eligible for another geographic transfer for the equivalent of a one (1) year period. If an employee refuses to accept a transfer offer, he/she shall not be eligible to apply to transfer for the following three (3) month period. Acceptance of the geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the department.
4. Employees who are subject to corrective action such as, but not limited to, counseling, interim reporting or an adverse action of a reduction in salary or a suspension, are not eligible for geographic transfer without the approval of the department. Any transfer restriction shall end at the end of the adverse action, or thirty (30) days after the employee is subjected to any other form of corrective action if there are no additional incidents or occurrences.

16.3 Transfers – CCC

A. The CCC may fill vacant positions covered by the CAUSE agreement according to the needs of the department. This includes filling positions through the use of existing eligible or promotional lists, involuntary transfers, reassignments, Training & Development (T&D) Assignments, or any other selection method approved by the Department of Personnel Administration.

B. The CAUSE/STATE agreement also offers another alternative to filling vacancies, the Employee Opportunity Transfer (EOT) process. This process allows employees to apply for transfers to other center locations.

C. Once a year, in February, all employees covered by the CAUSE agreement shall have the opportunity to apply for transfers to other center locations.

D. Employees shall submit their transfer requests to the CCC Personnel Office, attention: Personnel Transaction Supervisor.

E. Requests shall be submitted on the Employee Opportunity Transfer Application, CCC Form 128 (9/84) (attached).

F. Transfer requests shall be to permanent positions in the CCC within the employees current classification.

G. Employees shall not submit more than fifteen (15) EOT applications for separate centers during the open filing period.

H. EOT applications received after the final filing date will not be honored.

I. Employees must resubmit their EOT applications every year.

J. Use of the EOT process is voluntary on the part of the recruiting supervisor. However, once the supervisor decides to recruit using the EOT process, he/she shall select an employee from among the four (4) most senior employees who already have an EOT application to that location on file.

K. Seniority shall be based on departmental service by classification.

L. For voluntary transfers that require specific job related skills, the supervisor shall select an employee from among the four (4) senior employees who already have an EOT application for that location on file and who possesses the requisite skills.

M. Employees who are subject to formal corrective action will not be eligible for transfer, except as set out in section 16.2 - Voluntary Geographic Transfers of this contract.

16.4 Transfers – Department of Justice

A. SPECIAL AGENTS OR SPECIAL AGENT SUPERVISORS

1. Preamble

   The Department of Justice (DOJ or Department) and the California Union of Safety Employees (CAUSE) recognize the desirability of permitting a permanent, full-time Special Agent or Special Agent Supervisor to transfer within the Department and his/her classification to another geographic location, bureau, unit or its equivalent which the employee deems to be more desirable.

2. Scope

   The provisions of this policy apply to the voluntary transfer of Special Agents and the Special Agent Supervisors between geographic locations, bureaus, units or their equivalent in compliance with all existing civil service laws, rules and Memoranda of Understanding.

3. Purpose

   The purpose of this policy is to establish for Special Agents and Special Agent Supervisors the criteria and procedure, as determined by the Department, for requesting a transfer between geographic locations, bureaus, units or their equivalent in the DOJ.

4. Policy

   The DOJ and CAUSE recognize that when a vacant position is to be filled, the needs of the DOJ must be given first priority. The DOJ retains the right to fill vacancies by any method mentioned in this policy, however, the needs of the DOJ and the desires of the members of CAUSE can both be met by using seniority as the primary criteria to fill vacancies.

   However, the DOJ reserves the right to fill vacancies by other methods as set forth herein. The exercise of that right will be the exception and not the rule. The DOJ has the right to fill vacant positions by using eligibility lists, involuntary transfers, reinstatements, reassignments, training and development assignments, and other approved methods. In addition, the DOJ may fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, special abilities, special aptitudes or hardship based on the health and/or welfare of the employee or the employee's family.

When the DOJ utilizes any method other than seniority to fill vacant Special Agent and Special Agent Supervisor positions, the bureau chief or unit chief shall first receive authorization from the appropriate division chief.

5. General Criteria

   a. Agents will be ineligible to transfer if they have received one (1) unacceptable rating or two (2) or more below standard ratings in the critical task categories for the Special Agent series until the deficiencies are corrected. Any personnel currently the subject of adverse action will also be ineligible to transfer.

   b. Extended off-duty status (4800 or sick leave) may be grounds for denial of a transfer request. The projected length of off-duty status and work load of the bureau or unit shall be considered. Final decisions shall rest with the receiving division chief or designee.

   c. Special Agents and Special Agent Supervisors who have voluntarily transferred under this policy shall not be eligible for another voluntary transfer for a minimum of twelve (12) months from the effective date shown on the Request for Personnel Action (RPA). A request for transfer (Form DOJ 1411) may be submitted up to ninety (90) days prior to completion of the required twelve (12) month period. Special Agents and Special Agent Supervisors who are new hires will not be eligible for voluntary transfer for a minimum of twenty-four (24) months from the date of their assignment. For purposes of determining when the clock starts for either the one (1) year or two (2) year minimum time in assignment before an individual is eligible for transfer, the effective date of the assignment is reflected on the RPA. The transferring individual may physically report to the new assignment before, on, or after the effective date based on a agreement between the two (2) involved Special Agents In Charge, Bureau Chief, or Senior Assistant Attorney General. Notification is a written directive from a Bureau Chief, a Senior Assistant Attorney General or above, notifying the individual that he/she will be expected to report on a specific date; that date will also be the effective date of the RPA. Any details regarding specific transfer requests will be considered confidential until notification is made to the affected individual.

   d. The period of time employees were assigned to the Bureau of Medi-Cal Fraud (BMCF) as investigators, prior to being reclassified in the Special Agent Series, shall be included in the calculation of seniority for the purpose of transfers within the BMCF. Employees who were in the Attorney General Investigator Series, and were reclassified into the Special Agent Series, will have a November 1, 1998, the State Personnel Board's action date for the reclassification, start date in the Special Agent Series to be used for the purposes of calculating seniority within the Special Agent Series outside of the BMCF.

6. Voluntary Transfers

   a. Voluntary transfers between geographic locations, bureaus, units or their equivalent shall be by seniority unless specifically exempted by this policy.

b. A seniority list shall be established and maintained by the Department. This list shall establish seniority dates in grade, by date of hire and/or date of promotion. Transfer requests, unless exempted by this policy, shall be afforded to the Special Agent Supervisor with the greatest in grade seniority or to the Special Agent with the greatest total seniority in any Agent classification. When two (2) or more Special Agents or Special Agent Supervisors request the same transfer and have the same seniority, the tie shall be broken as follows:

   (1) The Agent with greater seniority as an Agent with the Department shall have priority.

   (2) If seniority is otherwise equal, the Agent with the earlier request date shall receive the transfer.

   (3) Should two (2) Agents have equal seniority and identical request dates, the tie will be broken by a flip of the coin to be performed in the presence of a designee of the Department and a designee of the Special Agents Association.

c. Transfer requests shall be submitted on a form DOJ 1411 and may be submitted ninety (90) days prior to the completion of a Special Agent's or Special Agent Supervisor's probationary period. However, the Special Agent or Special Agent Supervisor shall not be eligible for transfer until completion of his/her probationary period, unless DOJ waives this requirement. (This section is controlling over General Criteria, section 3 and shall be consistent with Voluntary Transfer section 1).

d. Voluntary transfers are considered to be for the individual's benefit and shall be at his/her own expense.

e. Transfer requests shall be limited to a maximum of five (5) specific requests for transfer. Request for transfer is defined as location and unit including field office.

f. Special Agents/Special Agent Supervisors shall rank each request according to preference, on DOJ Forms 1411. The transfer will be made in accordance with paragraph 2, of the Voluntary Transfers section of this document.

g. Voluntary transfer requests are valid and binding unless the employee has submitted a request for cancellation prior to the action commencing to fill the position. (See Cancellations).

7. Deadlines, Cancellations, and Amendments of DOJ Form 1411

   a. Deadlines – General

      Deadlines are established on a specific date. Deadlines for submitting transfer requests may be in conjunction with a Special Agent Entry Training Class, promotion or other administrative action. Once a deadline has passed, transfer books will be reopened.

      Any transfer requests, amendments or cancellations submitted after the deadline cannot be considered.

Transfer requests on file are subject to the assignment at times other than in conjunction with Special Agent entry class assignments, i.e., in conjunction with reinstatements, administrative moves, etc. In filling these vacancies, no deadline date shall be established, and consideration shall be given only to transfer requests on file on the date instructions are given to fill the vacancies.

b. Deadlines – Special Agents and Special Agent Supervisors

Special Agents in Charge will be notified by memorandum of the final date for receipt of DOJ Form 1411, Request for Transfer. Original requests, amendments and cancellations must be received by the Department by 1700 hours on the deadline date. Original requests, amendments or cancellations received by the Department after the deadline date will be returned to the Special Agent In Charge. The Special Agent In Charge shall notify every agent under his command.

c. Cancellations

A request for voluntary transfer shall remain in effect until one of the following occurs:

(1) Transfer to one of the requested locations is effected.

(2) The employee is appointed to another class or position.

(3) The employee cancels the request.

(4) The employee amends the request.

To cancel requests for transfer, employees shall submit Form 1411 to the Department indicating the specific request to be canceled.

d. Amendments

An employee desiring to amend a transfer request already submitted shall submit DOJ Form 1411 to the Department identifying the desired amendment.

8. Transfers Filled by Methods Other Than Seniority

Management may fill Special Agent or Special Agent Supervisor positions other than by seniority by methods set forth in this policy. However, positions filled by methods other than seniority shall be announced for a period of no less than twenty-one (21) calendar days. Job announcements shall specify any special skills, special ability or special aptitude considerations for the position. All job announcements shall conform with Administrative Bulletin 87-41, Preparation of Department of Justice Job Announcement.

Special Agents and Special Agent Supervisors wishing to apply for announced positions may file a resume and other pertinent information requested by the bureau or unit announcing the vacancy, directed to a contact person specified on the job announcement. Applicants should pay special attention to the duties and desirable qualifications listed.

When a job is announced, and interest is expressed in that job, the appropriate bureau chief or unit chief shall hold an interview permitting the Agent to express his/her qualifications and reasons for appointment prior to decision by the Department. When more than ten (10) candidates apply for a position the bureau chief and/or unit chief will review the applications and interview the most qualified ten (10) candidates. After the appointment is made, the individual who conducted the interview shall be available to all unsuccessful candidates to discuss the rejected candidates relative qualifications.

When management is filling a position other than by seniority which requires special skills, abilities or aptitudes, such as, but not limited to, Task Force Commander, bilingual positions, pilots, legislative advocates, and positions at the Advanced Training Center, for which announcements and specification of required skills and abilities are required, management need not take into consideration seniority at any stage of the selection process.

Task Force assignments – for purposes of clarification, residential (non-commute) task forces are those task forces located forty-five (45) or more air miles from the regional office, and/or normal commute from the regional office to the task force is in excess of sixty (60) minutes. Residential task force assignment will be for a specific task force. Special Agents or Special Agent Supervisors wishing to apply for a Residential Task Force assignment shall apply as described in this section “Transfers Filled by Methods Other Than Seniority” above. Requests for a non-residential task force will not be accepted. Individuals desirous of an assignment to a specific non-residential task force will have to request transfer to the specific regional office. Management will retain the right to assign personnel to non-resident task forces within the regional office as appropriate.

9. Establishment of New Units

   Whenever the Department establishes a new unit or experiences a major increase (exceeds 50%) in positions in an existing unit, seniority may not be considered when initially filling positions allocated to the Special Agent or Special Agent Supervisor level assigned to the new unit or existing unit. However, management shall adhere to the provisions of this policy as positions become vacant.

   The DOJ agrees to notice CAUSE regarding the establishment of a new unit or major increase in positions in an existing unit. Upon request of CAUSE, the DOJ agrees to meet and discuss with CAUSE the method of filling vacancies created by new units or vacancies created by major increases in existing units.

10. Meet and Confer

    The state agrees that within six months of the effective date of this contract, DOJ shall meet and confer with CAUSE over modifications to the language in the Special Agent and Special Agent Supervisor transfer provisions.

B. CRIMINALISTS AND SENIOR CRIMINALISTS

1. Scope

   a. The provisions of this section apply to the voluntary transfer of Criminalists and Senior Criminalists (C and SC) at the Department of Justice (DOJ) between geographic locations, units or their equivalent in the Division of Law Enforcement. These voluntary transfers shall be in compliance with all existing civil service laws, rules, this Unit 7 Memorandum of Understanding and are considered to be for the individual's benefit and shall be at his/her own expense.

   b. The DOJ has the right to fill vacant positions by using eligibility lists, voluntary transfers, involuntary transfers, reinstatements, reassignments, training and development assignments, and other approved methods. In addition, the DOJ may fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, special abilities, special aptitudes or hardship based on the health and/or welfare of the employee or the employee's family. Absent these considerations seniority based transfers shall prevail.

   c. The provisions of this section apply whenever DLE is authorized and intends to fill a vacant position in the C and SC classifications. Vacancies and new positions will be posted at all work sites.

2. Eligibility

   a. In order to be eligible to transfer under this section, employees must have completed their probationary period. A request for transfer may be submitted up to ninety (90) days prior to completion of the probationary period. However, the C and SC shall not be eligible for transfer until completion of his/her probationary period. The prohibition to a voluntary transfer while on probation may be waived by the division chief.

   b. Employees who are subject to corrective action shall not be eligible for transfer until completion of said action. Subject to corrective action is defined as being the subject of an investigation or serving a specified period of corrective action. Prohibition to transfer under this policy solely because of an investigation shall be for no longer than a twelve (12)-month period.

   c. C and SC, who have previously voluntarily transferred under this section, shall not be eligible for another voluntary transfer for a minimum of 12 months from the effective date shown on the Request for Personnel Action (RPA) for the previous voluntary transfer. A request for transfer may be submitted up to ninety (90) days prior to completion of the required twelve (12)-month period.

3. Process

   This section establishes for C and SC the criteria and procedure for requesting a voluntary transfer based on seniority between geographic locations, units or their equivalent in the DOJ.

   a. The department shall establish and maintain a C and SC seniority transfer list in the form of a memorandum, hereafter referred to as the list. This list shall establish, for the purposes of seniority based transfers, seniority dates in the classification (C and SC,) by date of hire and/or date of promotion and show the date of the employees' request was received and the desired location(s). Said list shall be displayed on the employee bulletin board at each work site where C and SC are employed. The department shall update and post the updated list on a quarterly basis unless there are no requests for inclusion or deletion since the last update.

   b. To be placed on the list, an employee must submit to his/her bureau chief or designee a signed and dated request (bid) for transfer.

   c. Bids may be submitted for inclusion on the list for the next quarter up until ten (10) days before the beginning of that quarter. Quarters begin the first day of the months of January, April, July, and October.

   d. Bids submitted for the list will remain valid for two (2) years.

   e. Employees may identify up-to two (2) desired locations for transfer, ranked according to preference.

   f. Turning down three (3) consecutive transfers removes the employee from the list and the employee may not reapply for one year from the notification date to management that the third transfer offer will not be accepted.

   g. Employees who effect a voluntary transfer may not transfer again for a period of at least one (1) year.

   h. Amendments and Removal

      (1) An employee desiring to amend a bid for transfer already submitted, shall submit a memorandum to the bureau chief or designee identifying the desired amendment according to the schedule in item 3 above.

      (2) To be removed from the list, an employee must submit to his/her bureau chief or designee a signed and dated letter or memorandum requesting removal from the list.

   i. Any errors in the list must be brought to the attention of DOJ within fifteen (15) calendar days after the seniority transfer list is received at the work site.

4. Ties

   a. When the seniority transfer process is being used to fill a vacant C and SC position and two (2) or more employees in the class of the vacancy apply for the same position, the employee with the greatest seniority in the series will be selected. If a computation of this seniority results in a tie, the following tie-breakers will be used:

      (1) First, total time in the classification, if that does not break the tie,

(2) Second, the employee with the earliest request date (date of receipt of transfer request at BFS headquarters) shall be selected. If there is still a tie,

(3) Third, a designee of the department and a designee of the Association of Criminalists shall decide the outcome by the flip of a coin.

a. When DOJ fills a vacant position using a seniority transfer, the most eligible bidder will be contacted by the Bureau Chief or designee and will have 48 hours after the job offer to accept or decline the offered position.

b. The senior eligible employee shall be given a minimum of thirty calendar days to report to the new position, unless waived by the employee.

5. Transfers Filled by Methods Other than Seniority

When the DOJ utilizes any method other than seniority to fill vacant C and SC positions, the bureau chief or designee shall notify the division chief.

a. Special Skills, Abilities or Aptitudes

(1) When management is filling a position by a method other than seniority which requires special skills, abilities or aptitudes, a job announcement for the position shall:

a. Be issued for a period of no less than twenty-one (21) calendar days,

b. Specify any special skill, ability or aptitude considerations for the position, and,

c. Be posted on the employee bulletin board at each work site where C and SC are employed.

b. Establishment of New Units

(1) Whenever the Department establishes a new unit or experiences a major increase (exceeds 50%) in positions in an existing unit, seniority need not be considered when initially filling positions allocated to the C and SC classifications assigned to the new or existing unit. However, management shall adhere to the provisions of this section as positions become vacant.

(2) The DOJ agrees to notice CAUSE regarding the establishment of a new unit or major increase in positions in an existing unit. Upon request of CAUSE, the Department of Justice agrees to meet and discuss with CAUSE the method of filling vacancies created by new units or vacancies created by major increases in existing units.

16.5 Transfers – California Highway Patrol

Seniority transfers shall take priority over other hiring methods for the Motor Carrier Specialist I (MCS) I, Public Safety Dispatcher I/II and School Pupil Transportation Safety Coordinator (SPTSC). However, it is recognized that mandatory reinstatements, affirmative action, layoff, special skills, abilities or aptitudes may also be a consideration in filling a vacant position. Management shall exercise such rights in a non-arbitrary

manner. Requests for exception to the seniority transfer process must be submitted in writing through channels to the Office of the Assistant Commissioner Field, for approval.

A. The parties recognize the desirability of permitting a permanent employee to transfer within the Department and classification to another geographic area which the employee deems to be more desirable.

1. PSDs may transfer among Communications Centers. Transfers for MCS Is are to Division Commands. SPTSCs may transfer to a designated CHP Area that has a position.

   An MCS I may request a particular geographic location within a Division, but management reserves the right to determine the geographic assignment. All Headquarters and Multi-Disciplinary Accident Investigation Team assignments are by administrative decision.

2. An employee desiring to transfer shall prepare two (2) copies of Request for Transfer (CHP 220) for submission to his/her Commander during the open filing periods - February and August. Transfer applications shall be to permanent positions within his/her classification.

3. The Department requires the employee to have completed his/her twelve (12) month probationary period in his/her classification to be eligible for transfer under the provisions of this section. However, an employee may submit a request for voluntary transfer during an open filing period if his/her probationary period will be completed during the forthcoming closed filing period.

4. An eligible employee who wishes to submit transfer applications may do so once every six (6) months during the open filing period. The transfer application shall be limited to four (4) desired locations. An employee shall resubmit his/her transfer applications every six (6) months to keep the request active.

5. CHP 220s shall remain on file through the end of the open filing period. The current CHP 220s on file will continue to be utilized to fill vacancies until the close of the open filing period.

6. If there is more than one (1) employee with a transfer application to the same location on file, the employee with the greatest amount of Departmental service in the classification shall be offered the position.

   Ties in Departmental seniority within the MCS I, PSD I/II and SPTSC classifications shall be broken according to the following criteria:

   a. Seniority within Unit 7;

   b. Longest continuous Department service regardless of classification;

   c. State service seniority;

   d. The highest social security number (last four digits) signifies the highest seniority.

7. For voluntary transfers that require specific job related skills, the position shall be offered to the employee with the greatest amount of Department service in the classification who bids for the position and has the requisite skills. Refer to General Order 10.6 (Field and Headquarters Assignments and Transfers Nonuniformed Employees.)

8. If there are no transfer requests on file, the vacant position is advertised. The most senior interested employee who responds before the cutoff date shall be selected for the position.

9. If there is no expressed interest by an incumbent to transfer to a vacant position, management shall adhere to the procedures in 10.3 (Personnel Transactions Manual), Chapter 2 (Appointments) in filling the position. In complying with Chapter 2, management of the hiring command shall make concerted efforts to develop a broadly diverse candidate pool from which the final selection will be made.

10. An employee who is on long term Military Leave in excess of six (6) months – one hundred eighty (180) days, suspension, termination for medical reasons, termination of permanent or probationary employee by layoff, termination by displacement, and disability retirement, pregnancy leave, parental leave, unpaid leave, union leave, catastrophic leave may not file a request for transfer during his/her absence.

11. If an employee has filed a request to transfer prior to a leave or separation, he/she must be available to report within thirty (30) days of contact or waive his/her right to the position.

12. Voluntary transfers are valid and binding unless a request for cancellation is received prior to action commencing to fill a position. When an “All Concerned” memorandum has been sent stating the commitment to hire, the transfer is valid and binding. If a PSD I, II or SPTSC waives an offer to transfer to a desired location as stated on the CHP 220, that location is no longer an option during the current six (6) month period.

B. Limited Term Assignment (LTA). A PSD I/II, MCS I and SPTSC, who is currently on an LTA with prior status in his/her classification and accepts an LTA in another location, shall be permitted to submit a transfer request during an open filing period that may occur during the period of the limited term assignment.

1. The LTA shall not take precedence over the seniority transfer process.

2. At the conclusion of the LTA, the affected command will initiate a new hiring process taking the most senior employee in the classification with a transfer request on file to that location. The employee on the LTA will remain in the position only if he/she has permanent status in the classification and is the most senior employee with a transfer request on file to that location.

3. If there is no transfer request on file, the position must be advertised. The employee on the LTA is eligible for the position, only if he/she has permanent status in the classification and is the most senior responder.

4. An employee on an LTA with no prior permanent status in the classification may not file a transfer request during the open filing period nor be considered as eligible to an advertisement of a position.

5. If an employee has filed a request to transfer prior to a leave or separation, he/she must be available to report within thirty (30) days of contact or waive his/her right to the position.

C. Hardship Transfer

When a hardship transfer is requested for reasons of health of the employee or the employee's family or for reasons other than health, the employee shall comply with criteria established by the Department as set forth in General Order 10.7 (Field and Headquarters Assignments and Transfers-Uniformed Employees. Denial of a hardship transfer is not grievable nor arbitrable.

D. Consistent with Departmental policy in General Order 10.6, satisfactory employee performance during the past twelve (12) months shall be considered for all transfers. Unsatisfactory performance may be cause for denial of a transfer request, i.e., interim reporting, pending adverse action.

E. The Department agrees to review its intra-divisional Transfer Policy.

16.6 Transfers - Department of Motor Vehicles

Current provisions governing voluntary transfer in the Department of Motor Vehicles shall continue for the duration of this Contract.

16.7 Transfers – Department of Fish and Game

A. Eligible employees in the classifications of Fish and Game Warden, Fish and Game Patrol Lieutenant (Specialist), and Warden Pilot Fish and Game, wishing to transfer to a different geographical location within their current classification may submit in a form approved by the Conservation Education and Enforcement Branch (CEEB) to the appropriate Regional Patrol Chief in response to the vacancies in the Department's Job Opportunity Bulletin (JOB). In addition to the JOB, the CEEB will establish a twenty-four (24) hour recorded message advertising available positions.

B. In accordance with section 16.1 of the Unit 7 contract, DFG maintains the right to fill positions for reasons other than seniority, whether or not there is an eligible employee for the position. If a decision is made to fill a position for reasons other than seniority, CAUSE or its designee will be notified. Only the Chief of Patrol can authorize a position be filled by reasons other than seniority.

C. When DFG chooses to fill a vacant position using a seniority transfer, the most senior eligible bidder will be contacted by the appropriate Regional Patrol Chief or designee and offered the position. Bids submitted for a seniority list will remain valid until the position is filled. Vacant positions will be advertised and offered to the most senior bidder prior to assigning them to cadets or new hires.

D. The senior eligible bidder will have forty-eight (48) hours after the job offer to make a decision to accept or decline the position.

E. Employees who are subject to corrective action may not be eligible for transfer, except pursuant to 16.2 (4) of this MOU.

F. Employees in the above classifications must have completed the probationary period in their class with one (1) year of service at the journey level to be eligible for voluntary transfer. Those who do not have the required time in grade will be considered ineligible. Acceptance of the geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the Department.

G. The senior eligible bidder will be given a minimum of thirty (30) calendar days to report to the new position unless waived by the bidder.

H. If two (2) or more employees in the class of the vacancy apply for the position, the employee with the greatest seniority in the class will normally be selected. If a computation of this seniority results in a tie, the following provisions will be applied:

1. For employees appointed prior to January 1, 1989, total department seniority (including that gained during seasonal employment) will next be considered. If that does not break the tie, total State service will next be considered.

2. For employees hired on or after January 1, 1989, badges will be issued in consecutive order based on seniority. Fish and Game Wardens graduating from the P.O.S.T. Basic Academy will be issued consecutive badge numbers based upon their overall class standing. When seniority is used to fill a vacant position, the tie shall be granted to the employee with the lowest badge number. If a warden hired on or after January 1, 1989, has a non-qualifying pay period, his/her badge/seniority will be adjusted accordingly.

I. Transfers into and out of SOU will be administrative. The Department of Fish and Game agrees to develop an internal policy to provide for preferential placement of employees transferring out of the Special Operations Unit (SOU).

J. No other section of this MOU referencing transfers shall apply unless specifically referenced in this section, (16.7) Transfers – Department of Fish and Game.

16.8 Transfers – Department of Alcoholic Beverage Control

A. The Department of Alcoholic Beverage Control and CAUSE recognize the desirability of permitting a permanent employee to transfer within his/her classification within the Department to another area which the employee deems more desirable. In recognition of this, the Department will give consideration to voluntary geographic transfer requests prior to filling vacancies via the means outlined in section 16.1.

B. Geographic transfer is defined as a transfer which reasonably requires an employee to change his/her residence. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:

1. Employees desiring to geographically transfer shall apply in writing to the Director or designee in a manner prescribed by the Department.

2. Such transfer application shall be to a vacant Investigator/Licensing Representative position.

3. Employees must have completed their initial probationary period in the Investigator or Licensing Representative series.

4. Employees who are the subject of an internal affairs investigation; on formal interim reporting; or, are serving an adverse action are not eligible for geographic transfer.

5. An employee's geographic transfer request shall be limited to not more than three (3) locations.

6. The Department agrees to establish three (3) voluntary geographic transfer lists which includes 1) Investigator Trainee, ABC; Investigator I, ABC; and Investigator II, ABC, 2) Licensing Representative I, ABC; and 3) Licensing Representative II, ABC and is based upon Departmental seniority.

7. Employees offered a geographic transfer will be provided not more than seventy-two (72) hours to accept or reject the offer. Once accepted, the employee must request Department approval to rescind such a request.
8. Voluntary geographic transfers are considered to be for the employee's benefit and shall be at the employee's own expense.
9. Employees who accept a geographic transfer shall not be eligible for another geographic transfer for a period of twenty-four (24) months.
10. Acceptance of a Limited Term (LT) assignment shall not remove an Investigator/Licensing Representative from the departmental transfer list.

16.9 Transfers - Department of Parks and Recreation

A. Filling of Vacancies

The parties recognize that when the Department deems it necessary to fill a vacant position, the needs of the Department must be given first priority. Therefore, the Department has the right to fill vacant positions by using existing eligible lists, involuntary transfers, reinstatements, reassignments, and training and development assignments. In addition, the Department may also fill vacant positions for reasons such as, but not limited to, layoff, special skills, abilities or aptitudes. When the provisions of this section are utilized, the Department will cite, upon the employee's request, the methods used. Management will exercise such rights in a non-arbitrary manner.

CAUSE and the Department shall meet to discuss which available positions will be offered to the Cadets.

B. Voluntary Geographic Transfer

Positions to be filled through voluntary geographic transfers will be advertised in the Department's career opportunity bulletin. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:

1. Employees desiring to transfer shall apply in writing to the Department as prescribed by the department. Such transfer applications shall be to permanent positions in the department within his/her current classification.
2. A full-time employee must have completed the probationary period in his/her classification and have the equivalent of two (2) years of service in his/her current District at the journey level of the available position to be eligible for transfer from his/her initial position under the provisions of this section. For subsequent transfers, a full-time employee must have completed the equivalent of one (1) year of service in his/her current District at the journey level of the available position.

   An intermittent or part-time employee must have completed the probationary period in his/her classification and have two (2) calendar years of service and 1920 hours in his/her current District(s) at the journey level of the available position to be eligible for transfer from his/her initial position under the provisions of this section. For subsequent transfers, an intermittent or part-time employee must have completed the equivalent of one (1) year of service in his/her current District(s) at the journey level of the available position.

3. Employees who are subject to corrective action such as, but not limited to, counseling, interim reporting or adverse action, may not be eligible for geographic transfer.

4. Except during budgetary constraints, permanent intermittent employees will be eligible to apply for voluntary geographic transfer to full-time positions within their classification if they meet all of the above criteria and either have (a) at least two (2) calendar years and 1920 hours of service, both of which must be in the classification or one that is substantially at or above the salary level of that classification or (b) previously held a permanent or probationary full-time position in the class to which the transfer is desired.

   If there is more than one (1) permanent employee with a transfer application to the same location on file who meets the eligibility criteria, the department shall select the applicant with the most seniority. For positions requiring specific job related skills, the Department shall select the most senior applicant with the requisite skill. Job related skills include, but are not limited to: canine handler, defensive tactics instructor, firearms instructor, and Emergency Medical Responder instructor. Seniority shall be defined as follows:

   a. Seniority for State Park Rangers shall be defined as badged time in the classifications of State Park Ranger, State Park Ranger Trainee, State Park Technician, State Park Ranger I (Intermittent) and time in a limited term appointment in the class of State Park Ranger II. In addition, an employee who changes classification from Lifeguard to State Park Ranger shall receive credit for seniority earned as a Lifeguard towards seniority as a Ranger.

   b. Seniority for the classification of Lifeguard shall be defined as time in the permanent class and time in a limited term appointment in the class of Lifeguard Supervisor I. In addition, an employee who changes classification from State Park Ranger to Lifeguard shall receive credit for seniority earned as a State Park Ranger towards seniority as a Lifeguard.

      Applicants must be available for contact for offering of the position after one week after the final filing date. The senior candidate will have forty-eight (48) hours from the time and date of the offer to accept the position. If not accepted during that time, the next senior candidate will be offered the position. If an employee refuses to accept a transfer offer, he/she shall not be eligible to apply to transfer for the following three (3) month period. Each employee who accepts a geographic transfer and subsequently declines the position shall not be eligible for another transfer for the equivalent of a one (1) year period. Acceptance of a geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the department.

C. Reassignment (Transfer within District)

   Reassignment of personnel to a vacant position within a District will be based on operational needs. The appropriate District Superintendent shall approve reassignment based on operational needs. After operational needs are addressed, assignments shall be made available based on classification seniority in the district. Eligible employees must have completed the equivalent of one (1) year of service in his/her current District in the classification and timebase of the available position.

D. Time Base Change

Except during budgetary constraints, a permanent intermittent employee shall be eligible to compete for a vacant full-time position within their current classification and District through positions advertised in the career opportunity bulletin process if they either have (a) at least two (2) calendar years and 1920 hours of service, both of which must be in the classification or one that is substantially at or above the salary level of that classification or (b) previously held a permanent or probationary full-time position in the class to which the time base change is desired.

16.10 Involuntary Transfers

A. A department head or designee may transfer any employee under his/her jurisdictions:

1. To another position in the same class; or
2. To another position in a different class designated as appropriate by the State Personnel Board; or
3. Any employee from one location to another whether in the same position, or in a different position as specified above in (1) or (2).

   When a transfer under this section reasonably requires an employee to change his/her place of residence, the department head or designee shall give the employee, unless the employee waives this right, a written notice of transfer sixty (60) days in advance of the effective date of the transfer.

B. When there are two (2) or more employees in a class and an involuntary transfer is required to a position in the same class, or an appropriate class as designated by the department, in a location which reasonably requires an employee to change his/her place of residence, the selection shall be by the lowest classification seniority (defined as total months of service in the classification in the department) if there are no special job skills or departmental needs as identified by the Department for the position.

   The Department of Parks and Recreation seniority shall be determined by total badge time.

C. When an involuntary transfer reasonably requiring a change in residence is being considered by the department head or designee, he/she may consider allowing the affected employee to voluntarily demote to a vacant position for which the employee is qualified pursuant to applicable laws and rules.

D. An employee being involuntarily transferred may resign from State service and his/her reinstatement rights shall be pursuant to applicable laws and rules.

16.11 Appeal of Involuntary Transfer

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purposes of disciplining the employee.

C. An employee shall not be required to physically change his/her residence as a condition of appealing the involuntary transfer. An employee has the option of remaining at the residence while appealing the transfer, and then making the move if the appeal is denied. However, the employee shall report to work as required or directed. Any provisions or statutes governing reimbursement of costs for the move are still applicable.

D. In order to expedite the appeal under this section (A) the employee may initially file a grievance at the third level of the grievance and arbitration process.

16.12 Transfers – DOJ Criminal Intelligence Specialist I, II, III

A. Criminal Intelligence Specialist I, II, III

1. Scope

   a. The provisions of this section apply to the voluntary transfer of Criminal Intelligence Specialist I, II, III at the Department of Justice (DOJ) between geographic locations, units or their equivalent in the Division of Law Enforcement. These voluntary transfers shall be in compliance with all existing civil service laws, rules, this Unit 7 Memorandum of Understanding and are considered to be for the individual's benefit and shall be at his/her own expense.

   b. The DOJ has the right to fill vacant positions by using eligibility lists, voluntary transfers, involuntary transfers, reinstatements, reassignments, training and development assignments, and other approved methods. In addition, the DOJ may fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, special abilities, special aptitudes or hardship based on the health and/or welfare of the employee or the employee’s family. Absent these considerations seniority based transfers shall prevail.

   c. The provision of this section apply whenever DLE is authorized and intends to fill a vacant position in the CIS classifications. Vacancies and new positions will be posted at all work sites.

2. Eligibility

   a. In order to be eligible to transfer under this section, employees must have completed their probationary period. A request for transfer may be submitted up to ninety (90) days prior to completion of the probationary period. However, the CIS shall not be eligible for transfer until completion of his/her probationary period. The prohibition to a voluntary transfer while on probation may be waived by the division chief.

   b. Employees who are subject to corrective action shall not be eligible for transfer until completion of said action. Subject to corrective action is defined a being the subject of an investigation or serving a specified period of corrective action. Prohibition to transfer under this policy solely because of an investigation shall be for no longer than a twelve (12) month period.

   c. CIS who have previously voluntarily transferred under this section, shall not be eligible for another voluntary transfer for a minimum of twelve (12) months from the effective date shown on the Request for Personnel Action (RPA) for the previous voluntary transfer. A request for transfer may be submitted up to ninety (90) days prior to completion of the required twelve (12) month period.

3. Process

   This section establishes for CIS the criteria and procedure for requesting a voluntary transfer based on seniority between geographic locations, units or their equivalent in the DOJ.

   a. The department shall establish and maintain a CIS seniority transfer list in the form of a memorandum, hereafter referred to as the list. This list shall establish, for the purposes of seniority based transfers, seniority dates in the classification (CIS) by date of hire and/or date of promotion and show the date of the employees' request was received and the desired location(s). Said list shall be displayed on the employee bulletin board at each work site where CIS are employed. The department shall update and post the updated list on a quarterly basis unless there are no requests for inclusion or deletion since the last update.

   b. To be placed on the list, an employee must submit to his/her bureau chief or designee a singed and dated request (bid) for transfer.

   c. Bids may be submitted for inclusion on the list for the next quarter up until ten (10) DAYS before the beginning of that quarter. Quarters begin the first day of the months of January, April, July, and October.

   d. Bids submitted for the list will remain valid for two (2) years.

   e. Employees may identify up to two (2) desired locations for transfer, ranked according to preference.

   f. Turning down three (3) consecutive transfers removes the employee from the list and the employee may not reapply for one (1) year from the notification date to management that the third transfer offer will not be accepted.

   g. Employees who effect a voluntary transfer may not transfer again for a period of at least one (1) year.

h. Amendments and Removal

(1) An employee desiring to amend a bid for transfer already submitted, shall submit a memorandum to the bureau chief or designee identifying the desired amendment according to the schedule in item 3. above.

(2) To be removed from the list, an employee must submit to his/her bureau chief or designee a signed and dated letter or memorandum requesting removal from the list.

i. Any errors in the list must be brought to the attention of DOJ within fifteen (15) calendar days after the seniority transfer list is received at the work site.

4. Ties

a. When the seniority transfer process is being used to fill a vacant CIS position and two (2) or more employees in the class of the vacancy apply for the same position, the employee with the greatest seniority in the series will be selected. If a computation of this seniority results in a tie, the following tie-breakers will be used.

(1) First, total time in the classification, if that does not break the tie,

(2) Second, the employee with the earliest request date (date of receipt of transfer request at the headquarters of the section administering the transfer policy) shall be selected. If there is still a tie,

(3) Third, a designee of the department and a designee of the CAUSE shall decide the outcome by the flip of a coin.

b. When DOJ fills a vacant position using a seniority transfer, the most eligible bidder will be contacted by the Bureau chief or designee and will have forty eight (48) hours after the job offer to accept or decline the offered position.

c. The senior eligible employee shall be given a minimum of thirty calendar days to report to the new position, unless waived by the employee.

5. Transfers Filled by Methods other than Seniority

When the DOJ utilizes any method other than seniority to fill vacant CIS positions, the bureau chief or designee shall notify the division chief.

a. Special Skills, Abilities or Aptitudes

When management is filling a position by a method other than seniority which requires special skills, abilities or aptitudes, a job announcement for the position shall:

(1) Be issued for a period of no less than twenty-one (21) calendar days,

(2) Specify any special skill, ability or aptitude considerations for the position, and,

(3) Be posted on the employee bulletin board at each work site where CIS are employed.

b. Establishment of New Units

(1) Whenever the Department establishes a new unit or experiences a major increase (exceeds 50%) in positions in an existing unit, seniority need not be considered when initially filling positions allocated to the CIS classifications assigned to the new or existing unit. However, management shall adhere to the provision of this section as positions become vacant.

(2) The DOJ agrees to notice CAUSE regarding the establishment of a new unit or major increase in positions in an existing unit. Upon request of CAUSE, the Department of Justice agrees to meet and discuss with CAUSE the method of filling vacancies created by new units or vacancies created by major increases in existing units.

ARTICLE 17 - LAYOFF

17.1 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 the Union 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 (1) point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code section 19997.14. The hearing officer's decision shall be final and upon its issuance the 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.

ARTICLE 18 – MISCELLANEOUS

18.1 Grooming Standards

A. California Highway Patrol

Employees are expected to wear attire and present an appearance appropriate for the duties of their position and consistent with the professional image of the Department as set forth in HPM 73.5 (Uniform/Grooming and Equipment Standards), Chapter 7 (Nonuniformed Employee Dress and Grooming Standards).

B. Department of Parks and Recreation

Departmental grooming standards shall apply to all uniformed employees, including seasonal employees.

C. Department of Motor Vehicles, LREs.

Employees performing drive tests shall be allowed to wear walking shorts. For purposes of this provision, walking shorts are defined as shorts which are no shorter than six (6) inches above the knee and which do not extend below the knee.

D. Department of Consumer Affairs, Bureau of Automotive Repair

Departmental grooming standards for Program Representatives will be applied consistently. This section is grievable to the third level.

E. During the term of this agreement, for all other employers, new grooming standards shall be subject to meet and confer process.

18.2 Residency Policy – Department of Fish and Game

A. Officers whose permanent residence is within twenty (20) air miles of the U.S. Post Office designated as the headquarters for their assigned district will, upon approval of the Regional Patrol Chief, be issued a home storage permit and provided with a State telephone.

B. Officers who elect to reside outside their designated area will not be issued a home storage permit nor provided with a State telephone and will not be authorized to conduct state business in their homes without permission. In those cases, the officers will be required to park their assigned State vehicle at a location designated by their supervisor and commute on their own time from their home to their assigned office and/or vehicle's location. Exceptions may be made if the Chief of Patrol determines it is the best interest of the State.

C. Incumbent officers who have been authorized to reside outside their designated area shall not be required to relocate nor will their home storage permit and State telephone be canceled as a result of this policy. However, any officer hired on or after the effective date of this policy will be required to comply with this policy; this will also apply to current officers who either choose to relocate their permanent residence or transfer to another position on or after the effective date of this policy.

D. Each officer will be required to provide a home telephone number where they can be reached by the Department.

18.3 Vehicles

A. Vehicle Replacement and Safety

1. The State employer and CAUSE agree that the following provisions shall apply to the replacement of vehicles operated by members of Bargaining Unit 7:

   A State-owned vehicle may be disposed of or replaced at any time that it is determined by the State that it would be economical to do so, regardless of age or mileage. An evaluation may be made by a General Services Automotive Inspector at the time of periodic inspection or whenever repairs are necessary to determine whether a vehicle should be disposed of or can be economically continued in service. Unless exempted by the Department of General Services, the decision whether to retain or dispose of any vehicle shall be based on a report of inspection by an Inspector. The report shall take into account all of the following:

   a. Current mechanical condition

   b. Previous maintenance and repair records

   c. Extent of needed repairs and availability of parts and life expectancy of vehicle after repair

   d. Current sale value

   e. Cost of replacement unit and accessories (radios, etc.)

2. If an employee feels he/she has been assigned an unsafe vehicle, he/she should bring it to his/her supervisor's immediate attention. The supervisor shall inspect the vehicle and if the supervisor believes the vehicle is unsafe, the supervisor shall attempt to obtain another vehicle for the employee. If the supervisor believes the vehicle is safe, but the employee continues to believe the vehicle is

unsafe, the employee may pursue his/her complaint/grievance through the Health and Safety Grievance Procedure of this contract. However, if the complaint involves any other conditions the employee may pursue his/her complaint to a designated supervisor or manager identified by each appointing authority as second level of review. The second level of review will respond to the vehicle safety complaint/grievance within twenty-four (24) hours. If the employee is not satisfied with the decision rendered at the second level, the employee may pursue his/her vehicle safety complaint with the Director of the Department. The Director's decision constitutes the final level of review regarding all issues except the safety of a vehicle.

3. The parties agree to meet and discuss the formulation of a joint labor/management committee to address concerns regarding the replacement of vehicles used by department for law enforcement officers.

B. Undercover Vehicles

1. Each department which employs field investigators in an undercover capacity may review its policies on the availability and assignment of such vehicles on an annual basis. Those departments which elect not to conduct an annual review shall continue to operate under the policies established during the previous review. The purpose of this review shall be to establish vehicle policies which most effectively meet with operational needs of the investigative unit within applicable financial constraints.

2. As part of each such department's reviews, particular attention will be given to vehicle home storage permits for investigative personnel, taking into account past practice, mileage usage, worksite, residence - field assignments patterns, unscheduled overtime or extended work hour patterns, call out potential, and financial considerations.

3. State vehicle assignments for new employees or for changes in assignments or work status shall be determined pursuant to paragraph B. (2).

4. It is understood and agreed that vehicles will stay with the assignment though personnel may change.

5. Home storage permits which are officially sanctioned following the review, and home storage permits sanctioned thereafter, shall remain in effect for the period of the Contract.

6. It is understood and agreed that departments will conduct the above described reviews in good faith, and will not utilize the review in order to avoid obligations under this provision, without good faith consideration of the criteria in paragraph B.(2).

C. Vehicle Equipment

1. All motor vehicles which are owned and maintained by departments other than General Services or vehicles that are assigned monthly to departments from the Department of General Services and utilized by Unit 7 peace officers and field investigator personnel shall be equipped with first aid kits and emergency flares.

2. State garages housing pool vehicles assigned and maintained by General Services shall make available for use by Unit 7 peace officers and field investigator personnel, on request, first aid kits and emergency flares. These kits and flares shall be returned to General Services when the motor vehicle is checked in.

D. Vehicles - Department of Justice

It is understood that no condition of this Contract relating to home storage permits prohibits the Department of Justice from exercising discretion in issuance, renewal, suspension or revocation of the home storage permit of any employee for cause.

Annual review for renewal of home storage permits by the Department of Justice management for Special Agents and Special Agent Supervisors who do not have a home telephone or whose commute mileage exceeds the limitations set by the Department of Justice will result in denial.

E. Vehicles – Department of Corporations and the Department of Managed Health Care

Department of Corporations agree to make best efforts to obtain funds, to either purchase or lease vehicles for the investigators, Department of Corporations and the Department of Managed Health Care. Consistent with State policy, the department will consider issuing home storage permits.

18.4 Drive Tests

A. A Licensing Registration Examiner shall not be required to administer a drive test in a passenger or commercial vehicle that poses a health and safety risk to either the examiner or to the applicant. Examples that pose health and safety risks include but are not limited to:

1. The passenger vehicle has one or more bald tires, or if the commercial vehicle has one (1) or more bald steering tires, or two (2) bald tires side by side.
2. The vehicle has an improperly functioning horn or the horn does not work.
3. A passenger door does not open or close and latch properly from the inside or outside of the vehicle.
4. A glove compartment door is hanging in such a position as to cause an injury in the event of a sudden stop.
5. The vehicle contains explosives or hazardous material or waste.
6. The vehicle does not have a fixed passenger seat for the examiner.
7. The vehicle is not equipped with properly operating seat belts. This includes vehicles which did not originally come equipped with seat belts. Commercial vehicles (Class A and B) are not included.
8. The emergency/parking brake handle or pedal does not set and release.
9. The windshield wipers are not in proper working order if at the time of the drive test the weather conditions require their use.
10. LRE’s shall not be disciplined based solely upon pass/fail rates.

B. The department agrees to adhere to the policies articulated in the following memoranda:

1. Drive Test Scheduling, 11/3/99.
2. Second drive test on same day of a drive test failure, 11/3/00.

18.5 Joint Labor/Management Committee

A. The State employer and CAUSE agree to the continuation of a Joint Labor/Management Committee for each department represented in Unit 7.

B. The purpose of the department committee is to meet upon mutual agreement, but no less than every six (6) months, to study specific department issues as enumerated in the Contract as well as other items of mutual concern. The committee shall normally include two (2) employee members from CAUSE and an equal number from the State. Participation can be altered by mutual agreement. Employee representatives should be representative of the classification and/or job task to be discussed. The committee will make non-binding recommendations to the State employer or designee.

C. Participation on the committee shall be subject to the operating needs of the department and without loss of compensation. CAUSE and the State by mutual agreement can, in those departments with less than a substantial number of employees, modify the committee representation.

18.6 Criminalist Environmental Study

A. The State employer agrees to continue joint labor/management meetings to consider the environmental and industrial safety concerns of the Criminalists of the Department of Justice. Such meetings are to be held at least once per quarter.

B. The State agrees to adopt appropriate study recommendations and to implement corrective actions where feasible. The State and CAUSE agree to support any necessary legislation.

18.7 Seasonal Lifeguard Employment

A. The State Employer agrees to consider service credits as one means of recalling seasonal lifeguards. Other considerations for seasonal lifeguard recall shall be annual performance test, evaluations, on-the-job performance, employee availability, and desire to be recalled.

B. The Department of Parks and Recreation may hire employees in seasonal lifeguard classifications on Actual Time Worked (ATW) basis. The Department and CAUSE will meet to attempt to resolve the issues involved in appointment on an ATW basis.

18.8 Nepotism

A. No employee shall use his/her personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations referenced above are either:

1. Working in a small unit or close quarters in association with one another; or

2. Working for the same supervisor; or
3. Having a direct or indirect supervisor/subordinate relationship.

B. Personal relationships include, but are not limited to, associations with individuals by blood, adoption, marriage, and/or cohabitation; e.g., husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and two people living together outside of marriage.

C. The parties recognize that there are many situations in State service where two (2) individuals who have a personal relationship may appropriately be allowed to work in the same program, activity, or location without adverse impact. However, in circumstances where the work of the unit or its employees, or the safety and morale of the employees in the unit, or the fair and impartial supervision and evaluation of employees is demonstrably adversely affected by a personal relationship, the affected employees may be accommodated by the assignment or reassignment of one or the other to the next reasonable available vacancy in his/her classification.

D. Alleged violations of this section shall be grievable to the fourth level.

E. The CHP agrees to abide by the Nepotism Policy as set out in its nepotism policy statement dated July 2, 2001 and made a side letter to this contract.

18.9 Timely Payment of Wages

A. When a permanent full-time or permanent part-time employee does not receive a pay warrant on the normally scheduled payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount approximating the actual net pay (gross salary less deductions) in accordance with departmental policy.
2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than eighty percent (80%) of the employee's actual net pay will normally be issued within five (5) work days after payday. No more than two (2) salary advances per calendar year may be issued under these circumstances.
3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.

B. It will be the responsibility of the employee to ensure voluntary deductions (e.g. credit union deductions, or union dues) are paid.

C. This provision does not apply to those employees who have direct deposit.

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

E. Overtime pay warrants, travel, per diem and expense claims shall be made available to the employee within thirty (30) days following submission and approval.

18.10 Child Care

A. It is the policy of the State employer to encourage the development of additional child care services for dependent children of State employees. In order to accomplish this, the State agrees to establish programs and provide financial assistance within budgetary constraints to aid in the development of child care centers.

   1. State Labor-Management Child Care Committee

      a. The State agrees to establish a State Labor-Management Child Care Committee. The Committee shall be comprised of an equal number of labor and management representatives. CAUSE shall have one (1) representative and he/she shall serve without loss of compensation. The Committee chairperson shall be designated by the Department of Personnel Administration.

      b. The purpose of the State Labor-Management Child Care Committee is to encourage State employees to form non-profit corporations to provide child care services for dependent children of State employees, to make decisions on what to recommend to the Department of Personnel Administration, including which non-profit corporation(s) or child care providers should receive child care funds if available from the State employer.

      c. The DPA will provide the necessary staff support to the State Labor-Management Child Care Committee.

   2. All State employee child care centers must be licensed in accordance with State laws and regulations.

   3. All contracts shall be between the State of California (DPA) and each Child Care Non-Profit Corporation or child care provider.

   4. The State may provide the use of State facilities for child care centers which may include a rental/lease agreement.

   5. Upon receipt of a Letter of Intent from a group of State employees, the State agrees to assess and analyze the child care needs of the State employees at that worksite.

B. A principal organizer of the employee group who submits a Letter of Intent to the Child Care Committee may be allowed reasonable time off during working hours without loss of compensation for the purpose of establishing child care services for the employees at that worksite. Release time for this purpose is subject to prior notification and approval by the employee's immediate supervisor as well as the operational needs of the department. Where necessary, additional persons may be granted reasonable release time with concurrence of DPA.

18.11 Uniforms – State Park Peace Officers

The Department of Parks and Recreation agrees to establish a Peace Officer Uniform Committee with a composition of three (3) management or supervisory peace officer representatives and three (3) rank and file peace officer representatives. This committee shall make recommendations to the department on changes to the peace officer uniforms.

18.12 Paychecks for Hospital Police Officers – DMH

The Department of Mental Health agrees to have the pay checks for the day shift Hospital Police Officers available for pickup on payday. The checks will be made available one-half hour before the end of the day shift and up to one-half after the end of the day shift.

18.13 Drug and Alcohol Testing Agreement

The Drug and Alcohol testing agreement as signed between CAUSE and the Department of Personnel Administration on November 20, 1995 is adopted and made part of this contract by its inclusion as Attachment F to this contract.

18.14 Legal Service Plan

The State agrees to continue the State's legal service plan for all Unit 7 employees.

18.15 Canine Handlers - DOJ

A. This Article applies to Special Agents and Special Agent Supervisors employed by the Department of Justice and assigned as “Canine Handlers”.

B. The canine is the property of the Department of Justice (DOJ).

C. The housing of and the time spent in the use, care and maintenance of the canines are subject to the Department’s operational needs and management controls.

D. Seniority will not be a criteria in filling the voluntary assignment of canine handler.

E. The canine handler assignment is for a minimum of three (3) years. Exceptions to a three (3) year assignment (due to operational needs, employee hardship, canine problems, disciplinary circumstances, budget constraints, etc.) will be decided by management on a case by case basis.

F. The canine handler will work the same work week as Special Agents/Special Agent Supervisors except as noted in this agreement.

G. Time spent by the canine handler for work in narcotic interdiction (through use of a canine or otherwise), law enforcement canine training/retraining, or related law enforcement work (i.e. typical agent duties, etc.), is compensable at the handler’s normal rate of pay or overtime rate of pay as applicable.

H. Canine Care

1. Canine care is considered to mean bathing, brushing, exercising, feeding, grooming, related cleaning of the dog’s kennel or transport vehicle, and similar activities performed by the canine handler. Care also includes time spent in administering vitamins, drugs or medicine necessary to maintain the health and care for illness of the canine and/or medicine necessary to maintain the health and care for illness of the canine and/or transporting the canine to and from an animal hospital or veterinarian.

2. The established standard amount of time for canine care will average one-half (1/2) of an hour per day, seven (7) days a week. Any time needed to care for the canine in addition to this standard three and one-half (3 ½) hours per work week must be justified to and approved by management in advance.

3. Normally the canine care as described in item 2. above will be completed during the normal forty (40) hour work week. The three and one-half (3 ½) hours per week necessary for canine care will be part of the canine handler's work week. A handler may be scheduled for a seven and one half (7 ½) hour work day, using the one half (1/2) hour for canine care to complete an eight (8) hour day for five (5) days of the work week. The additional canine care time, for that week, of one (1) hour will be compensated as overtime. Further, if management has approved canine care time in addition to the three and one-half (3 ½) hours (e.g., for an emergency trip to and from a veterinarian or animal hospital), management has the right to flex the handler's work schedule in order to avoid overtime.

I. Subject to management's advance approval, DOJ will purchase, arrange for direct billing to the Department, reimburse the handler, or whatever is deemed the most cost effective method of payment for DOJ by management, for the following:

1. A dog house and fencing materials for a small kennel area at the handler's residence,
2. Rubber mats, a cage and other items necessary to ensure the safe transportation of the canine within the handler's assigned State vehicle,
3. Veterinarian costs,
4. Miscellaneous items such as a leash, collar, water/food bowls, grooming aids, medicines, vitamins, bedding materials, etc.,
5. Food, and
6. Before obtaining any canine related items not specified herein, the handler shall have management's approval.

18.16 Home Office Inspection

Unit 7 employees who maintain a home office shall not be subject to a home inspection without at least twenty-four (24) hours notice. In no case shall a visit or inspection be conducted without the presence of the employee.

This section shall not apply when the employer has initiated a formal internal affairs or criminal investigation involving the employee and a visit to the home is part of and within the normal course of that investigation. This section, however, does not eliminate or alter the need to obtain a search warrant if a search warrant would be otherwise required.

18.17 Limits on Retired Annuitants

The State shall make a good faith effort to reduce its reliance upon the use of Retired Annuitants.

The California Highway Patrol (CHP) shall provide CAUSE with a quarterly accounting of the number of Retired CHP Annuitants and their assigned work locations when working as Public Safety Dispatchers.

18.18 LRE Work Space and Time Allocation

The State shall provide LRE's with work/desk space and equipment necessary to complete their work. When a supplemental driver performance evaluation has been completed, the LRE shall be allowed to complete the summary in accordance with DMV DPE/SDPE policies.

ARTICLE 19 – COMPENSATION

19.1 Salaries

A. Effective July 1, 2005, the following classes shall be adjusted by increasing the minimum and the maximum of the salary range by ten (10%) percent. Employees whose salary rate is less than the minimum of the new salary range shall move to the new minimum and retain their salary anniversary date (MSA). Employees who move to the new minimum and receive a salary adjustment of less than five (5%) percent shall receive an accelerated salary anniversary date as specified in section 9 of the Pay Scale.

Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
CR 75	1664	Public Safety Dispatcher I, CHP
CR 70	1663	Public Safety Dispatcher II, CHP
CR 90	1670	Communications Operator, Dept. of Parks and Rec

B. Effective January 1, 2006, the following classes shall be adjusted by increasing the minimum and the maximum of the salary range by five (5%) percent. Employees whose salary rate is less than the minimum of the new salary range shall move to the new minimum and retain their salary anniversary date (MSA). Employees who receive a salary adjustment of less than five (5%) percent shall receive an accelerated salary anniversary date as specified in section 9 of the Pay Scale.

Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
VU35	6840	Program Representative I, Dept. of Consumer Affairs
VU36	6823	Program Representative II (Specialist), Dept. of Consumer Affairs
VU38	7913	Program Representative III (Specialist), Dept. of Consumer Affairs

C. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective July 1, 2006, all Unit 7 classifications shall receive a general salary increase of 3.5%. The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may very slightly due to rounding.

D. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective July 1, 2006, the following classes shall be adjusted by 6.5% percent. Employees in the identified classifications will receive the salary equity adjustment. The increase shall be calculated by multiplying the base salary by 1.065. The parties recognize that the actual salary increase for each classification may very slightly due to rounding.

All affected employees shall retain their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
VB80	8005	Fish and Game Patrol Lieutenant (Specialist)
VB90	8421	Fish and Game Warden, Dept. of Fish and Game
VB94	8486	Fish and Game Warden, Cadet
VG25	8482	Special Agent, DOJ
VG45	8524	Special Agent Supervisor, DOJ
VG15	8514	Special Agent Trainee, DOJ
BR70	0983	State Park Ranger
BR78	1915	State Park Ranger Cadet
BS42	1916	State Park Cadet (Lifeguard)
BS40	0992	Lifeguard

E. Effective July 1, 2006, the following classes shall be adjusted by increasing the minimum and the maximum of the salary range by five (5%) percent. Employees whose salary rate is less than the minimum of the new salary range shall move to the new minimum and retain their salary anniversary date (MSA). Employees who receive a salary adjustment of less than five (5%) percent shall receive an accelerated salary anniversary date as specified in section 9 of the Pay Scale.

Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
QQ30	6919	Photo Electronic Specialist, Dept. of Justice
QQ35	6921	Senior Photo Electronics Specialist, Dept. of Justice
VF33	8460	Latent Print Analyst I
VF32	8472	Latent Print Analyst II
VF30	8466	Criminalist
VF20	8478	Senior Criminalist
VF35	8474	Questioned Document Examiner I
VF40	8475	Questioned Document Examiner II

F. Effective January 1, 2007, all Unit 7 Peace Officer/Firefighter classifications, including the following classes shall be adjusted by increasing the minimum and the maximum of the salary range by five (5%) percent. Employees whose salary rate is less than the minimum of the new salary range shall move to the new minimum and retain their salary anniversary date (MSA). Employees who receive a salary adjustment of less than five (5%) percent shall receive an accelerated salary anniversary date as specified in section 9 of the Pay Scale.

Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
BR70	0983	State Park Ranger
BS40	0992	Lifeguard
VX20	1589	Food and Drug Investigator
BR78	1915	State Park Ranger Cadet
BS42	1916	State Park Cadet (Lifeguard)
VC48	1937	Hospital Police Officer
VC50	1954	Peace Officer I, Developmental Center
VC72	1960	Security Officer I, DOJ

Schematic Code	Class Code	Classification
VC85	1988	Supervising Museum Security Officer
VC90	1992	Museum Security Officer
VY61	2278	Pipeline Safety Engineer
VL95	7539	Fraud Investigator, Dept. of Insurance
VP83	7553	Investigator Trainee, ABC
VP82	7554	Investigator I, ABC
VP81	7555	Investigator II, ABC
VJ28	7568	Criminal Investigator, EDD
VL15	7574	Criminal Investigator, Dept. of Toxic Substance Control
VB80	8005	Fish and Game Lieutenant (Specialist)
VJ94	8064	Fraud Investigator, Dept. of Health Services
UE30	8122	Coordinator of Law Enforcement, OES
UG30	8188	Coordinator Fire and Rescue Services
VB40	8410	Warden Pilot, Dept. of Fish and Game
VB90	8421	Fish and Game Warden, Dept. of Fish and Game
VG25	8482	Special Agent, DOJ
VG45	8524	Special Agent Supervisor, DOJ
VI20	8538	Investigator, DMV
VI90	8550	Senior Special Investigator
VJ11	8553	Special Investigator I
VJ25	8554	Investigator Assistant
J12	8557	Special Investigator I, DMH and DDS
VI92	8558	Senior Special Investigator, DMH and DDS

Schematic Code	Class Code	Classification
VJ70	8571	Associate Corporations Investigator
JI75	8591	Investigation Specialist II (Technical), FTB
JI79	8593	Investigation Specialist I, FTB
VI95	8594	Investigator, Dept. of Consumer Affairs
VI96	8595	Senior Investigator, Dept. of Consumer Affairs
VJ57	8602	Lottery Agent
VS90	8793	Enforcement Representative I, Contractors State License Board
VS89	8795	Enforcement Representative II, Contractors State License Board
VX90	8958	District Representative II, Div. of Codes and Standards
VX92	8960	District Representative I, Div. of Codes and Standards
VZ30	8979	Fire Fighter
VZ25	8989	Captain Fire Fighter/Security Officer
VZ35	8990	Fire Fighter/Security Officer
VY85	8997	Arson and Bomb Investigator
VY72	9013	Deputy State Fire Marshall III (Specialist)
VW60	9028	Food and Drug Program Specialist
VW80	9039	Senior Food and Drug Investigator
VY91	9086	Deputy State Fire Marshall
VE85	9087	Fire Service Training Specialist
VZ70	9090	Fire Service Training Specialist III
WQ21	9506	Labor Standards Investigator

G. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective January 1, 2007, the following classes shall be adjusted by 6.5% percent. Employees in the identified classifications will receive this labor market adjustment. The increase shall be calculated by multiplying the base salary by 1.065. The parties recognize that the actual salary increase for each classification may very slightly due to rounding.

All affected employees shall retain their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
CR 75	1664	Public Safety Dispatcher I, CHP
CR 70	1663	Public Safety Dispatcher II, CHP
CR 90	1670	Communications Operator, Dept of Parks & Rec

H. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session and effective July 1, 2007, the State agrees to provide a cost of living adjustment to all bargaining unit 7 classifications (except Special Agent, Fish and Game Warden, State Park Ranger, Lifeguard, Public Safety Dispatcher and Communications Operator classification series) as follows:

The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban - All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SA0, United States.

The cost of living adjustment shall not be less than 2.0% or more than 4.0%.

e.g. The cost of living adjustment shall not be less than 2.0% or more than 4.0% (e.g., If the cost of living for the year, as determined in #1 above, is less than 2.0%, the cost of living adjustment shall be established at 2.0%. If the cost of living for the year is greater than 4.0% for the specified period, the adjustment shall be established at 4.0%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.

The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

Example for 2007 Increase (as described in #1)

CPI for March 2007 (example only)	202.4
Less CPI for March 2006	197.1
Index Point Change	5.2
Divided by Previous CPI (March 2006)	197.1
Equals	.02637
Results multiplied by 100 (100 x .02637)	2.6
Cost of Living adjustment for 2007	2.6%

I. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective July 1, 2007, the following classes shall be adjusted by increasing the maximum of the salary range by ten (10%) percent. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase and shall receive a new salary anniversary date. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
CR 75	1664	Public Safety Dispatcher I, CHP
CR 70	1663	Public Safety Dispatcher II, CHP
CR 90	1670	Communications Operator, Dept of Parks & Rec

J. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective July 1, 2007, the following classes shall be adjusted by increasing the maximum of the salary range by five (5%) percent. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
QQ30	6919	Photo Electronic Specialist, Dept. of Justice
QQ35	6921	Senior Photo Electronics Specialist, Dept. of Justice
VF33	8460	Latent Print Analyst I
VF32	8472	Latent Print Analyst II
VF30	8466	Criminalist
VF20	8478	Senior Criminalist
VF35	8474	Questioned Document Examiner I
VF40	8475	Questioned Document Examiner II

K. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective January 1, 2008, the following classes shall be adjusted by increasing the maximum of the salary range by ten (10%) percent. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase and shall receive a new salary anniversary date. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

All other employees shall retain their salary and their salary anniversary date (MSA).

Schematic Code	Class Code	Classification
VB80	8005	Fish and Game Patrol Lieutenant (Specialist)
VB90	8421	Fish and Game Warden, Dept. of Fish and Game
VB94	8486	Fish and Game Warden, Cadet
VG25	8482	Special Agent, DOJ
VG45	8524	Special Agent Supervisor, DOJ
VG15	8514	Special Agent Trainee, DOJ
BR70	0983	State Park Ranger
BR78	1915	State Park Ranger Cadet
BS42	1916	State Park Cadet (Lifeguard)
BS40	0992	Lifeguard

L. Upon ratification of the Union membership and approval of the 2005/2006 Legislative session, effective January 1, 2008, all Unit 7 Peace Officer/Firefighter classifications, excluding those identified in item K above, shall be adjusted by increasing the maximum of the salary range by five (5%) percent. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five (5%) percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service (qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687).

M. (1) Within 90 days following Legislature approval in 2005/2006 Legislative session, all Unit 7 represented employees who have not received a special salary adjustment during the term of this agreement, shall receive a one-time bonus of up to $1000. All bargaining unit employees who were on payroll June 30, 2006, shall receive the bonus as follows:

   a. Full-time and part-time employees who meet the above criteria shall receive $1000;

   b. Intermittent employees who were scheduled to work and were paid for 519 or more hours during the 12 month period effective July 1, 2005 – June 30, 2006 shall receive $1000;

   (2) The one-time bonus shall not be subject to PERS deductions.

   (3) Any employee who holds multiple appointments within CAUSE and/or any other bargaining unit which provides for this bonus, shall receive no more than a total of $1000.

19.2 Salary Definitions

For the purpose of salary actions affecting employees assigned to Bargaining Unit 7, the following definitions shall apply.

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

B. "Step" is a 5% differential above or below a salary rate, rounded to the nearest dollar.

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

D. "Range differential" is the difference between the maximum rate of two salary ranges of the pay plan.

E. "Substantially the same salary range" is a salary range with the maximum salary rate less than 10% higher or lower than the maximum salary rate of another salary range.

F. "Higher salary range" is a salary range with the maximum salary rate at least 10% higher than the maximum salary rate of another salary range.

G. "Lower salary range" is a salary range with the maximum salary rate at least two steps lower than the maximum salary rate of another salary range. Under paragraph B., one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g., $2,300 X 1.05 = $2,415, one step higher; $2,415 / 1.05 = $2,300, one step lower).

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

19.3 Merit Salary Adjustment

Employees shall receive annual Merit Salary Adjustments (MSA) in accordance with Government Code section 19832 and applicable Department of Personnel Administration rules. A denial of a MSA may be appealed to the third step of Article 6 as the final level of review.

19.4 Payroll System

A. The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, and design of and transition to a biweekly pay system.

B. The committee shall be comprised of an equal number of management representatives and union representatives. The union may have one representative who shall serve without loss of compensation. The committee shall meet semi-annually for the duration of the contract.

19.5 Arduous Pay Differential

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

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

A. Nonnegotiable Deadline or Extreme Urgency

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

B. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 12 to 14 days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous pay requests to the Department of Personnel Administration, and DPA decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

19.6 Bilingual Premium

A. The employer agrees to compensate Unit 7 employees at the rate of one hundred dollars ($100) per month for bilingual skills used in accordance with DPA rules.

B. The Department of California Highway Patrol proposes inclusion of the Motor Carrier Specialist I Classification into Side Letter 3 which is currently applicable only to Public Safety Dispatcher I/II, California Highway Patrol. The Motor Carrier Specialist Is shall be governed by the eligibility criteria set forth as follows:

A Motor Carrier Specialist I certified bilingual who is assigned to a Division Motor Carrier Safety Unit with a demonstrated need as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a one hundred dollars ($100) per month bilingual pay differential.

The bilingual premium is not authorized upon transfer to a Division that is not designated as one requiring bilingual skills within its field commands. Motor Carrier Specialist Is will not be eligible to receive the bilingual premium if the Division loses its designated position(s) status.

An employee will be eligible to receive the bilingual differential payment beginning on the pay period following the date the Department (Personnel Services section), and not the originating command, approves the pay request (Bilingual Pay Authorization [STD 300-897]).

Notwithstanding any other provision within this agreement, a Motor Carrier Specialist I who is certified and receiving the bilingual premium may be scheduled for shifts and days off and assigned to geographic locations to meet the operational needs of the motor carrier safety unit to which he/she is assigned.

If a certified Public Safety Dispatcher or Motor Carrier Specialist I is unwilling to utilize his/her fluency skills in a conversational, interpretational, transitional setting or closely related activities performed directly in conjunction with the specific bilingual transactions, he/she is no longer eligible for the differential, and the bilingual pay will be discontinued.

19.7 Commercial Drivers License Differential-DMV

A. Licensing Registration Examiners who are trained and certified by the Department to test applicants for a Commercial Drivers License (CDL) shall be eligible for a differential of eighty-five dollars ($85) per pay period, provided the following criteria are met:

   1. Be designated by management as a CDL examiner for a specific work location.

   Such pay differential shall be subject to all normal state and federal deductions and retirement contributions.

B. A CDL relief examiner shall be compensated at the daily rate of $4.25 for each day he/she is assigned to relieve a CDL examiner. The total differential paid shall not exceed eighty-five dollars ($85) for any one pay period.

   To be eligible the following criteria must be met:

   1. Be trained and designated as a CDL relief examiner.

      CDL differential shall be subject to all normal state and federal deductions and retirement contributions.

19.8 Public Safety Dispatcher - In-Charge (PSDIC) Differential

A. Public Safety Dispatcher II assigned to the Los Angeles, Golden Gate, Orange, Inland Border and Sacramento Communication Centers who are selected to perform the duties of a PSDIC six (6) hours or more during a shift shall receive a $6.50 PSDIC differential.

B. The department shall establish the selection and training criteria for the implementation of this program.

C. Notwithstanding any provision in this agreement, the provisions of this section shall be grievable up to step 3 of the grievance procedure.

D. Any Public Safety Dispatcher who desires not to be considered as a PSDIC may submit a memorandum to his/her commander expressing this desire. Management will honor the employee's request not to perform PSDIC duties until such time as the memorandum is withdrawn.

E. The parties agree to meet and confer during the life of the agreement to discuss the possible expansion of the PSDIC differential program within the Communication Centers operation.

19.9 Diving Pay

Incumbents in classifications eligible to receive diving pay shall receive the differential at the rate of nine dollars ($9.00) per diving hour. Upon departmental approval, new classes may be added to the eligible list and employees meeting the diving pay criteria will be so compensated.

19.10 Employee Recognition and Morale Program - Franchise Tax Board

A. The Franchise Tax Board agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or group of employees for outstanding contributions on the job. All Bargaining Unit 7 employees are eligible for recognition under the program.

B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars ($50) per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.

C. The Director, Franchise Tax Board, or designee will develop the criteria for granting recognition.

D. This section is not subject to Article 6 of this contract.

19.11 Differential - Fire Fighter Lead Person Assignments

A. Differential - Departments of Developmental Services and Mental Health

1. When a Fire Chief is off duty or does not respond to provide supervision at a fire scene or other emergency and a Fire Fighter assumes and is later approved to work in a lead capacity with immediate responsibility for fire or emergency services, he/she will be paid one dollar ($1.00) per hour pay differential for all hours so assigned. Only those Firefighters/Security Officers who have a minimum of three (3) years of service as a fire fighter or the written approval of the fire chief are eligible for lead assignments.

2. A Fire Chief shall be considered off duty at all times other than:

   a. His/her scheduled forty (40) duty hours per week (excluding holidays, vacation, or sick time), and/or

   b. When he/she is called out to supervise a fire scene or other incident within the jurisdiction of the fire department.

3. During the term of this contract, the DMH and DDS will meet and confer with CAUSE regarding establishing a Fire Captain classification.

B. Differential – Department of Parks and Recreation and Military Department

1. When a Captain or designated supervisor is off duty or does not respond to provide supervision at a fire scene or other emergency and a Firefighter/Security Officer assumes and is later approved to work in a lead capacity with immediate responsibility for fire or emergency services, he/she paid one dollar ($1.00) per hour pay differential for all hours so assigned. Only those Firefighters/Security Officers who have a minimum of three (3) years of service as a fire fighter or the written approval of the Superintendent or Fire Chief are eligible for lead person assignments.

2. A Captain or designated supervisor shall be considered off duty at all times other than:
    a. His/her scheduled work period (excluding holidays, vacation, or sick time), and/or
    b. When he/she is called out to supervise a fire scene or other incident within the jurisdiction of the fire department.

19.12 Differential - Flight-Time

A. Department of Justice
    1. Any Department of Justice Special Agent or Special Agent Supervisor who pilots an aircraft or acts as a pilot in charge of an aircraft shall receive a salary differential equivalent to two (2) steps for each pay period during which he/she pilots an aircraft for five (5) days or more.
    2. Department of Justice Special Agents and Special Agent Supervisor may qualify for flight-time differential regardless of status or length of service.
    3. Any Special Agent or Special Agent Supervisor, once designated as an observer shall retain that designation for purposes of insurance, even while not on flight duty until such time that he/she is no longer part of the program.

B. Department of Parks and Recreation
    1. Any Unit 7 peace officer who is certified and assigned full-time as a pilot in command in the Department of Parks and Recreation flight program shall receive a salary differential equivalent to two (2) steps while so assigned.
    2. Unit 7 peace officers participating in the flight program shall be determined by the Department of Parks and Recreation.

19.13 Differential - Canine, Department of Parks and Recreation

Unit 7 peace officers in the Department of Parks and Recreation who are assigned to canine duty on a regular basis where canine duty constitutes the main assignment and occupies a minimum of 50% of the employee's time; and the employee possesses a Canine Handler Certificate issued by the Department of Parks and Recreation and continues to meet the program standards upon which the certification was issued shall receive a canine differential, while so assigned. The differential shall be one hundred eighty-nine dollars ($189) per month and shall be full compensation for all canine care performed outside the regular work hours and workweek.

Canine care, for purposes of this section, includes feeding; exercising; bathing; brushing; grooming; training; cleaning of the canine’s kennel or transport vehicle; administering vitamins, drugs, or medicine necessary to maintain the health and care for illness of the canine; and similar activities performed by the canine handler. Officers shall receive overtime compensation for transporting the canine to and/or from an animal hospital or veterinarian for either emergency or non emergency care, if the transporting cannot be done during the officers’ regularly assigned work hours. It is the responsibility of the officer to immediately notify management to receive approval for overtime incurred.

The rate of compensation for canine care is based on the prevailing federal minimum hourly wage at the time worked. The established standard amount of time for canine

care will average one-half (½) hour per day, seven days a week. This includes time for canine care on the canine handler's days and time off. Any time needed to care for the canine in addition to the three and one-half (3 ½) hours per workweek must be justified

and approved by management in advance. The one hundred eighty-nine dollars ($189) per month differential provides full compensation for the three and one half (3-1/2) hours per week plus any additional time that is authorized based on the prevailing federal minimum hourly wage.

19.14 Differential - Mounted Patrol - Cal Expo

Unit 7 employees at Cal Expo, when designated by Cal Expo, shall receive a daily rate differential of twenty dollars ($20) for performing mounted patrol duties, subject to all appropriate payroll deductions, for each day that the employee functions as a member of the mounted patrol.

19.15 Differential - Night Shift

A. Employees in classifications listed in paragraph D. below who regularly work shifts shall receive a fifty cents ($.50) per hour night shift pay differential as set forth in sections B. and C. below.

B. Employees shall qualify for the night shift pay differential where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 6 a.m.

C. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee for the duration of at least one monthly period.

D. The following classes are eligible for night shift differential:

CLASS TITLE	CLASS CODE
Public Safety Dispatcher I/CHP	1664
Public Safety Dispatcher II/CHP	1663
Public Safety Dispatcher/DGS	1661
Criminal Identification Specialist I	8462
Criminal Identification Intelligence Asst.	8471
Criminal Intelligence Specialist I	8443
Criminal Intelligence Specialist II	8440
Criminal Intelligence Specialist III	8439
Criminal Identification Specialist II	8456
Latent Print Analyst I	8460
Latent Print Analyst II	8472
Lifeguard	0992
Marine Terminal Safety Inspector	8880
Motor Carrier Specialist I	3930
Museum Security Officer	1992
Supervising Museum Security Officer	1988
Inspector, DMV	8829

CLASS TITLE	CLASS CODE
Program Supervisor Marketing Order Enf.	0190
Quantity Control Specialist II	0128
Security Officer I	1944
State Park Ranger	0983
State Park Ranger Intermittent	0984
State Security Officer	8358
Hospital Peace Officer I	1937
Conservationist I, CCC	1029
Conservationist II, CCC	1003
Fire Fighter/Security Officer, Yountville - Department Of Veterans' Affairs	8990
Public Safety Communications Operator, - Department Of Parks And Recreation, Department Of Fish and Game	1689
Warning Controller - Office Of Emergency Services	8116
Criminalist	8466
Senior Criminalist	8478

19.16 Professional Competency Pay -- Franchise Tax Board

A. Subject to the criteria listed in section b., the Franchise Tax Board may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. The bonus shall consist of $3,600.00 regardless of the number of certifications received and shall be paid in three equal installments of $1,200.00 at intervals of twelve (12) qualifying pay periods. The first installment shall be paid twelve (12) qualifying pay periods after the employee's request and the employer's verification.

   1. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing and cost accounting.

   2. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.

C. An employee who transfers out of Franchise Tax Board to another State department is no longer eligible for Professional Competency Pay.

D. A Professional Competency Bonus shall not be considered "compensation" for the purposes of retirement.

19.17 Recruitment and Retention Differential – Department of California Highway Patrol

A. Public Safety Dispatchers, California Highway Patrol, assigned to the Golden Gate Communications Center, the Sacramento Communications Center, Capitol Operations Center and the Los Angeles Communications Center, shall receive a three hundred dollar ($300) monthly recruitment and retention differential.

B. Part-time intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the consecutive qualifying pay period. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.

C. Eligibility for the retention incentive will terminate upon reassignment for any reason to any other centers not specified in this provision.

19.18 Recruitment and Retention Differential, Department of Fish and Game, Department of Parks and Recreation

A. Upon approval by the Department of Personnel Administration, a department employing Unit 7 employees in the classes listed below may provide a recruitment and retention differential. Classifications which are eligible for this differential are:

CLASSIFICATION	SCHEM CODE	DIFFERENTIAL
Warden – Pilot	VB40	up to $350.00
Fish and Game Warden, Rg A	VB90	up to $220.00
Fish and Game Warden, Rg B	VB90	up to $300.00
Fish and Game Patrol Lieutenant (Specialist)	VB80	up to $350.00
Lieutenant, Fish and Game Patrol	VB70	up to $350.00
State Park Ranger, Rg A	BR70	up to $220.00
State Park Ranger, Rg B	BR 70	Up to $300.00
Lifeguard, Rg A	BS40	up to $220.00
Lifeguard, Rg B	BS40	up to $300.00

This differential may be authorized for the specified classifications above in specific geographic locations based on the needs of the State.

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

C. Unit 7 employees in the Department of Fish and Game and Department of Parks and Recreation who are permanently headquartered and reside in any of the counties listed below shall be eligible to receive the retention incentive.

Santa Cruz

Marin

Napa

Solano

Contra Costa

Alameda

Santa Clara

San Francisco

Sonoma

San Mateo

Monterey

San Luis Obispo

Santa Barbara

Ventura

Los Angeles

Orange

San Diego

D. Eligibility for the retention incentive will terminate upon relocation of the employee's permanent residence or reassignment for any reason to any county not listed above.

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

19.19 Recruitment And Retention Pay Differential Establishment

A. Upon having recognized the presence of recruitment and retention problems, DPA may authorize that department(s) provide to Unit 7 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations. The specific criteria for approval must include consideration of operational necessity and availability of funds.

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

C. Permanent Intermittents shall receive a pro rated recruitment and retention differential based on hours worked in a pay period.

D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

E. The department(s) or DPA may withdraw any recruitment and retention differential authorized pursuant to this provision for specific positions, classifications, facilities, or geographic locations with a thirty (30) calendar day notice to CAUSE, and an opportunity for CAUSE to meet and confer over the impact of the decision. Any decision to withdraw authorization for such payment shall not be arbitrary or capricious.

F. It is understood by CAUSE that the decision to implement or not implement recruitment and retention payments rests solely with the State and such decision is not grievable or arbitrable.

19.20 Seasonal Lifeguard - Merit Salary Adjustment

Monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service shall be added together for a merit salary adjustment for the classes of Lifeguard I (Seasonal) and Lifeguard II (Seasonal).

Notwithstanding any other provision in law, regulation or this contract, for the purposes of this provision, seasonal lifeguards shall be allowed to aggregate their hours in succeeding months in order to establish a qualifying pay period.

19.21 Differential - Special Operations Unit

Unit 7 employees in the Department of Fish and Game when designated and utilized as members of a Special Operations Unit shall receive the equivalent of a one step differential above their normal hourly rate for each hour that the employee functions as a member of the team.

19.22 Differential - Motorcycle

A. A Department of Parks and Recreation Unit 7 employee who has successfully completed the Department of Parks and Recreation Motorcycle Operations and Maintenance Course and is assigned to motorcycle or ATV patrol shall receive the equivalent hourly rate of a one-step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger I for time assigned to motorcycle patrol. No DPR Unit 7 employee shall be assigned to motorcycle duty without having previously successfully completed the DPR Motorcycle Operations and Maintenance Course.

B. Motorcycle differential shall be paid in four-hour increments; eight (8) hours maximum for employees on a 5/8/40 schedule, ten (10) hours maximum for employees on a 4/10 schedule. Any hours beyond the eight (8) or ten (10) hour maximum shall be based on an hour-for-hour basis.

C. "Assigned" includes any time actually operating or specifically directed to operate a motorcycle or ATV. "Assigned" does not include leave time such as sick leave, vacation, etc.

D. Differential payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date. Certification occurring after the deadline date may result in a delayed payment to the following pay period.

19.23 Differential - Department of Justice - Task Force Commander

A. Special Agent Supervisors who serve as Task Force Commanders shall receive a salary differential of two hundred fifty dollars ($250) per pay period. This differential is specific to the assignment and regardless of the reason an employee leaves the assignment (rotation of assignments, employee requested transfer, disciplinary actions, etc.) the differential shall not continue once the employee is no longer assigned as a Task Force Commander.

   For the purposes of this differential the criteria for Task Force Commander designation:

   1. Task force must be formulated under the authority of a formal MOU.
   2. Must be a multi-agency task force.
   3. Must be overseen by a formally established executive policy board.
   4. Task Force Commander must be delegated overall formal operational/administrative supervisorial responsibility for task force.

   The Task Force Commander differential shall not be considered as compensation for purposes of retirement contributions.

19.24 Differential - Training Officer

A. It is the intent of the employer to apply this program as operational needs arise, to not manipulate the qualifying hours of a designated training officer for the sole purpose of avoiding the differential qualification, and to make training officer designations in departments when and where designation is appropriate.

   1. Training Officer Differential does not apply to situations where an experienced or skilled worker is required to informally impart his/her knowledge to a newly hired or less experienced employee.
   2. Employees in classifications that include lead or supervisory responsibilities in the State Personnel Board classification specifications shall not receive Training Officer Differential.
   3. Training Officer Differential payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date of their department. Certification occurring after the deadline date may result in a delayed payment to a following pay period.

B. In conjunction with letter A above, an employee when designated and utilized by management in a training capacity to train new employees and/or retrain existing employees shall receive:

   1. Department of Justice - Special Agent or Special Agent Supervisor

      a. A one step differential in salary for each pay period provided the designated Special Agent or Special Agent Supervisor is assigned a trainee or assigned to the DOJ Advanced Training Center on a daily basis, eight (8) hours a day, for eleven (11) full work days. Notwithstanding item (A) (2) of this Article, Special Agent Supervisors shall be eligible for this differential when assigned a trainee or to the DOJ Advance Training Center on a daily basis, for the requisite 11 full work days.

b. A Special Agent or Special Agent Supervisor who receives this differential shall be involved in evaluating the job effectiveness of the trainee.

2. Department of Motor Vehicles

   a. Licensing Registration Examiners designated and utilized as training officers in a formal classroom setting shall receive the differential pay.

   b. A one-step differential in salary for each pay period, provided the employee functioned in a training officer capacity for eleven (11) full working days or its equivalent during that pay period.

3. Department of Fish and Game

   When designated and utilized as Field Training Officers, Rangemasters, Defensive Tactics Instructors, First Aid Instructors, CPR Instructors or Warden Orientation Instructors, the equivalent hourly rate of a one-step differential above the equivalent hourly salary rate of the maximum step of a Fish and Game Warden for each hour that the employee functions in an instructor capacity.

4. California Highway Patrol

   While functioning in a training officer capacity for full shift, the following daily rates are:

Public Safety Dispatcher I	$5.50 per training day
Public Safety Dispatcher II	$6.50 per training day
Motor Carrier Specialist I	$6.50 per shift

5. Parks and Recreation - State Park Rangers and Lifeguards

   a. State Park Rangers and Lifeguards, when designated by management in an instructor capacity to train new employees and/or existing employees at formalized training at Asilomar such as interpretation or resource management, shall receive the equivalent hourly rate of a one (1) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger for each hour that the employee functions in an instructor capacity.

   b. State Park Rangers and Lifeguards, when designated by management in an instructor capacity to train new employees and/or existing employees in defensive tactics, firearms, or Emergency Medical Responder (EMR), shall receive the equivalent hourly rate of a two (2) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger for each hour that the employee receives regular compensation on a day that the Ranger or Lifeguard is assigned to provide training for the full-shift or any portion of the shift.

   c. Employees who are designated as a Cadet Field Training Officer (FTO) shall be involved in training and evaluating the job effectiveness of a newly appointed peace officer. Unit 7 peace officers participating in the FTO program shall be determined by the Department of Parks & Recreation. Employees shall wear insignia provided by the Department while serving as a FTO. A Unit 7 peace officer who is trained, certified, and assigned for a full-

shift or any portion thereof with the newly appointed peace officer as a FTO shall receive the equivalent hourly rate of a two (2) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger for each hour that the employee receives compensation on that training day.

Employees participating in the FTO program shall not be subject to the shift and days off bidding system nor be approved for vacation for the period while serving as a FTO. While serving as a FTO, an employee who is eligible may apply for lateral transfers during this period; however; the effective date of the transfer shall be subject to completion of the FTO assignment.

3. Department of Insurance-Fraud Investigators

   Fraud Investigators, Department of Insurance, when designated and utilized by management in a training capacity to train new employees and/or retrain existing employees shall receive a one step differential in salary for each hour the designated Fraud Investigator function in a an instructor capacity.

19.25 Training Officer Pay Differential Establishment

A. Upon having recognized that a classification concept does not adequately recognize the added value for serving in a training officer/instructor capacity, DPA may authorize that department(s) provide Unit 7 employees a training officer differential for specific positions, classifications, facilities or geographic locations. In authorizing training officer pay, DPA shall consider the availability of funds.

B. The specific criteria shall specify the circumstances and the additional compensation that the employees are entitled.

C. It is understood by CAUSE that the decision to implement or not implement training officer payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the state and such decision is not grievable or arbitrable.

D. This section applies only to the training officer pay differentials established after the adoption of this Memorandum of Understanding.

19.26 Longevity Pay Differential

A. Bargaining Unit 7 Peace Officer/Firefighter Retirement members shall be eligible to receive the monthly pay differential following completion of the years of State service as listed below:

17 & 18 years	1%
19 years	2%
20 years	3%
21 years	4%
22, 23 & 24 years	5%
25 years	7%

B. The above percentages are non-cumulative; i.e., an employee who has been in state service for twenty (20) years is eligible for a pay differential of three percent (3%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g. 7%).

C. For purposes of determining eligibility, all time spent in state service shall count.

19.27 Differential - Canine, DMH

A. When unit 7 peace officers with the Department of Mental Health are assigned to canine duties, those officers shall receive a five percent (5%) per month canine differential.

B. The employer shall continue to provide canine officers one (1) hour for each day for on-duty canine care and maintenance. If the care and maintenance cannot be performed during the hours of the officer's normally assigned shift, the one (1) hour care and maintenance time shall be compensated as overtime.

C. For purposes of this section, canine care and maintenance includes feeding, exercising, bathing, brushing, grooming, training, cleaning of the canine's kennel or transport vehicle, and administering vitamins, drugs or other medicines to maintain the health and care for the illness of the canine. Officers shall receive overtime compensation for transporting the canine to and/or from veterinarian care if such care cannot be provided while on duty. It is the responsibility of the officer to immediately notify management to receive approval for overtime incurred.

D. The five percent (5%) canine differential shall include full compensation for all canine care and maintenance performed while the officer is off duty, including for days off, disability, vacation, training or other authorized absences.

19.28 Recruitment and Retention Differential - Department of Parks and Recreation, Department of Fish and Game

The below listed classifications shall receive a recruitment and retention differential in the amount of $175,

1. State Park Ranger
2. State Park Ranger Int.
3. Lifeguard II/Seasonal
4. Lifeguard
5. Lifeguard I/Seasonal
6. Warden – Pilot DF&G
7. Fish and Game Patrol Lieutenant (Specialist)
8. Fish and Game Warden

This differential shall be in addition to any differential currently being received by the above noted classifications.

19.29 Education Incentive Pay For Peace Officers /Fire Fighters (POFF)

A. The State agrees to pay employees who attain the POST Certificates listed below, or the appropriate college degree, as follows:

   1. Employees shall qualify for fifty dollars ($50) if they possess an Intermediate POST Certificate or equivalent, as certified by the Department, or an AA or AS Degree.

   2. Employees shall qualify for one hundred dollars ($100) if they possess an Advanced POST Certificate or equivalent, as certified by the Department, or a BA or BS Degree.

B. The Degrees must be obtained from an accredited college or university.

C. The above educational incentives are non-cumulative, i.e., employees are eligible to receive one or the other, but not both.

D. Employees who submit proof of attainment shall begin receiving the Educational Incentive Pay effective with the pay period following the month in which proof was submitted.

ARTICLE 20 - ENTIRE AGREEMENT

20.1 Entire Agreement

A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract, for the duration of the Contract.

   With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Contract as provided in subsection (B) below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

   The parties recognize that during the term of this Contract it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAUSE of the proposed change thirty (30) days prior to its proposed implementation.

   The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 7, when all three (3) of the following exists:

   1. Where such changes would affect the working conditions of a majority of Unit 7 employees by classification in a department.

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

   3. Where CAUSE requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Ralph C. Dills Act.

20.2 Duration

A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect upon ratification by both the Legislature and the Union and remain in full force through June 30, 2008.

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

20.3 Contract Modification

Only the President of CAUSE, or his written designee, is authorized to enter into side letters or written modifications of this contract on behalf of CAUSE.

20.4 Miscellaneous Agreements

A. During the term of this Agreement, the Department of Personnel Administration agrees to review the changes in the salary relationship of the classifications of Lottery Agents, Labor Standard Investigators, and Litigation Specialists with other investigative classifications within the bargaining unit between July 2000 and July 2005, and provide a copy of its review to CAUSE.

B. The State agrees that if there is a merger of the Office of Emergency Services with any other state agency that it will meet and confer over the impact of the merger on any term and condition of employment not otherwise covered by this Agreement, consistent with the Entire Agreement Clause.

C. The State agrees to meet with CAUSE to discuss training and safety equipment for Office of Emergency Services employees that have field assignments. Prior to any meeting, CAUSE will give the state a list of specific problem areas.

D. The State agrees to meet with CAUSE during the term of this agreement to discuss safety issues relating to Marine Safety Inspectors and Marine Safety Specialists. Prior to any meeting, CAUSE will provide the State with an agenda and list of issues to be discussed.

E. The State agrees to meet with CAUSE during the term of this agreement to discuss safety issues relating to LREs. Prior to any meeting, CAUSE will provide the State with an agenda and list of issues to be discussed. The Department of Personnel Administration shall chair this meeting.

F. The State and CAUSE agrees to meet to discuss safety issues relating to the exposure of Unit 7 employees to hazardous work sites while carrying our their duties. CAUSE agrees to develop a specific agenda on the issues it wishes to discuss with the state, including a list of the hazardous sites that it believes employees are required to visit as part of their normal jobs. Additional meetings may be scheduled as mutually agreed, or the issues may be referred to departmental health and safety committees.

G. The State agrees to meet with CAUSE to review the Supersession clause of this agreement to delete obsolete sections and make technical adjustments, which shall only be made by mutual agreement.

H. The State agrees to meet with CAUSE to discuss a POST study for DCA, Bureau of Automotive Repair Program Representatives and Contractors State License Board Enforcement Representatives. Additional meetings may be scheduled as mutually agreed, or the issue may be referred to the Department.

I. The State agrees to meet with CAUSE to discuss business cards/identification cards for firefighters of the Military Department, Camp Roberts.

J. During the term of this agreement, the State agrees to meet with CAUSE to discuss the feasibility of creating an ABC Investigator deep class

K. The parties agree to meet during the term of this agreement to discuss the need for a classification and compensation review comparing the State Motor Carrier Specialist I classification to the U.S. Department of Transportation (DOT) Motor Carrier Specialist Investigator and Auditor classifications.

L. The parties agree to meet during the term of this agreement to discuss the justification for establishing a pay differential for Program Representatives in the Bureau of Automotive Repair who attain recognized automotive repair certifications.

M. The parties agree to meet during the term of this agreement to discuss the justification for establishing a MAIT skill pay differential for Unit 7 employees in the CHP.

N. The parties agree to review and, upon completion of such review, submit a classification proposal to the State Personnel Board to update the classification titles for the POST certified Lifeguard and Ranger classifications. The title change should take into consideration the role of both classifications to be that of State Park Peace Officers performing similar duties yet distinguish the additional skills required of those performing lifeguard duties.

The State agrees to meet with CAUSE to review section 16.4 Transfers – Department of Justice and 16.12 Transfers – DOJ Criminal Intelligence Specialist I, II, III.

SIDELETTERS AND ATTACHMENTS

SIDELETTER 1 – Nepotism Policy - Communications Centers

Nepotism is defined in the Unit 7 contract as the practice of an employee using his/her personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations referenced above are either:

1. Working in a small unit or close quarters in association with one another; or
2. Working for the same supervisor; or
3. Having a direct or indirect supervisor/subordinate relationship.

Given the uniqueness and close working proximity of individuals assigned to Communications Centers (CCs) and Area Commands with a dispatching operation, the Department is establishing policy to prevent situations within the centers that could adversely affect employee production, safety and/or morale. The intent is also to ensure fair and impartial supervision and evaluation of employees. The prohibition shall apply to new hires, promotions, reinstatements and transfers, or when relationships between employees in the same CC change.

For the purpose of this policy, it is presumed the employment of immediate family relationships in the CCs is detrimental to the supervision, production, safety and/or morale in the working environment and may influence another person in any matter relative to the personal relationship. Therefore, individuals who have an immediate relationship shall not be employed in positions within the CC or command when a managerial or supervisory relationship exists or when, by promotion or marriage, the individual will be placed in the direct line of supervision. Immediate family relationships are defined as those relationships through either blood, marriage or adoption. The affected employees are responsible for informing management of the presence of any family relationship that is inconsistent with this policy.

All assignments including new hires, promotions and transfers, not in conformance with this policy, shall be corrected within six months after they are identified or after a request for exception is denied. To prevent a family relationship, as described, from existing in CCs or Area Commands, the parties in the relationship must decide which of them will transfer to another location for which their seniority would allow them to reasonably transfer within the first transfer cycle following the existence of their family relationship which conflicts with policy. During the interim period, until the required transfers are consummated, there shall be no direct line of supervision. To avoid a direct/indirect reporting relationship during the interim period, management reserves the right to reassign either individual to avoid supervision by family members. The right to reassign shall extend to a Public Safety Dispatcher-in-Charge reporting relationship.

SIDELETTER 2 – Classification Issues

The State and CAUSE mutually agree to address classification issues whenever existing classifications do not adequately describe or recognize assigned duties and responsibilities.

The State and CAUSE recognize that classification proposals require approval of the class title, class concept, definitions of level and test of fitness by the DPA and the SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

SIDELETTER 3 – Bilingual Premium – California Highway Patrol

Public Safety Dispatcher I/II (California Highway Patrol)

A Public Safety Dispatcher I/II certified bilingual who is assigned to a Communications Center/Command with a demonstrated need as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a $100 per month bilingual pay differential.

The bilingual premium is not authorized upon transfer to a location that is not designated as one requiring bilingual skills. Public Safety Dispatchers will not be eligible to receive the bilingual premium when Communications Centers/Commands lose their designated position(s) status.

An employee will be eligible to receive the bilingual differential payment beginning on the pay period following the date the Department (Personnel Services section), and not the originating command, approves the pay request (Bilingual Pay Authorization [STD 300-897]).

Notwithstanding any other provision within this agreement, a Public Safety Dispatcher who is certified and receiving the bilingual premium may be scheduled for shifts and days off to meet the operational needs of his/her assigned location.

If a certified Public Safety Dispatcher is unwilling to utilize his/her fluency skills in a conversational, interpretational, transitional setting or closely related activities performed directly in conjunction with the specific bilingual transactions, he/she is no longer eligible for the differential, and the bilingual pay will be discontinued.

Motor Carrier Specialist I

A Motor Carrier Specialist I certified bilingual who is assigned to a Division Motor Carrier Safety Unit with a demonstrated need as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a $100 per month bilingual pay differential.

The bilingual premium is not authorized upon transfer to a Division that is not designated as one requiring bilingual skills within its field commands. Motor Carrier Specialist Is will not be eligible to receive the bilingual premium, if the Division loses its designated position(s) status.

An employee will be eligible to receive the bilingual differential payment beginning on the pay period following the date the Department (Personnel Services section), and not the originating command, approves the pay request (Bilingual Pay Authorization [STD 300-897]).

Notwithstanding any other provision within this agreement, a Motor Carrier Specialist I who is certified and receiving the bilingual premium may be scheduled for shifts and days off and assigned to geographic locations to meet the operational needs of the motor carrier safety unit to which he/she is assigned.

If a certified Motor Carrier Specialist I is unwilling to utilize his/her fluency skills in a conversational, interpretational, transitional setting or closely related activities performed directly in conjunction with the specific bilingual transactions, he/she is no longer eligible for the differential, and the bilingual pay will be discontinued.

SIDELETTER 4– California Conservation Corp Training

The CCC is currently reviewing the Conservationist I Initial Entry Training and Orientation Training program as outlined in Article 14.4. The CCC recognizes the importance of an On the Job Shadowing component of such a program. At the completion of the review the CCC shall meet and confer with CAUSE prior to implementing changes to the current program, including any potential On the Job Shadowing component.

SIDELETTER 5 – ORGAN DONATION (AB 1825)

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:

Employees who donate an organ(s) to another person shall be eligible for up to 30 workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be eligible for up to five work days of paid leave (Donor Leave) in any one year period.

The one year period is the 12-month period measured forward from the date an employee's first leave begins.

The one year period for an organ donor is separate from the one year period for bone marrow donation.

An employee must first exhaust all sick leave balance to qualify for Donor Leave.

Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).

Employees must provide written verification to the appointing power that a medical necessity exists for the donation.

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.

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.

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.

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.

SIDELETTER 6 – Department Of Developmental Services (DDS) Shifts And Days Off Scheduling

Whereas disputes have arisen relative to the Department of Developmental Services' (hereinafter "DDS") duties and CAUSE Unit 7 members' rights under section 7.1 A of the Agreement Between State of California and CAUSE (hereinafter "Agreement"), the parties hereby agree to the following:

1. Each facility operated by DDS shall permit CAUSE Unit 7 members to bid annually for shift and days off based on seniority within their classification at the respective work location. The annual shift/days off bid shall occur in conjunction with annual vacation sign-up.
2. For any DDS facility which has not permitted employees to bid for shifts and days off within the six (6) month period preceding the signing of this side letter, such facility shall explore the possibility of a mid-year bid for shifts and days off.
3. In anticipation of each annual shift bid, DDS agrees to meet and consult with employee representatives at each facility relative to the need and duration of a shift rotation. After such consultation, DDS reserves the right to implement a rotation policy consistent with the facility's operational need.
4. For the DDS facility at Porterville, it is agreed the parties shall meet and confer no later than two (2) months from the signing of this side letter to determine whether the operational needs of the facility require a rotation policy, to identify training and specialty assignments, and to determine the feasibility of a mid-year post and bid. The deadline for such meet and confer may be extended by mutual agreement of the parties.
5. DDS reserves the right to identify training assignments which shall be exempt from post and bid. DDS shall provide written notification to CAUSE as to designate training assignments and shall articulate the basis for such assignment. CAUSE reserves the right to grieve the propriety of DDS' designation and/or duration of training assignments.
6. DDS reserves the right to designate specially positions which shall be filled based on employees' skills and abilities. DDS shall provide written notification to CAUSE as to designated specialty assignments and shall articulate the basis for such assignment. CAUSE reserves the right to grieve the propriety of DDS' designation and/or duration of specialty assignments. DDS agrees to post specialty assignments a minimum of fourteen (14) calendar days prior to the position being filled. Should the skills and abilities of those employees who apply for a specialty position be equal, DDS agrees to fill the position with the employee with the greatest seniority within the classification who has bid for such position.

7. Should a permanent vacancy arise in a non-training non-specialty position and DDS intends on filling such vacancy, the position shall be posted for a minimum of fourteen (14) calendar days. A permanent vacancy is defined as one created by transfer, retirement, resignation, dismissal or death and for absences of one (1) year or more due to illness or injury, there shall be no obligation to post a backfill vacancy created as a result of the filling of a permanent vacancy, though DDS may post the backfill vacancy at its discretion. The filling of any permanent or backfill position shall be based on seniority within the classification.
8. CAUSE agrees to withdraw all pending grievances without prejudice relative to the application of section 7.1A of the Agreement filed on behalf of Unit 7 members employed at DDS facilities. CAUSE reserves the right to assert the factual basis of such grievances in any subsequent dispute with DDS relative to the application of section 7.1 A of the Agreement for historical practice purposes only

SIDELETTER 7 – Transfer Of The Department Of Fish And Game Dispatch Operations To The Department Of Parks And Recreation

In accordance with Government Code section 19050.9, the Department of Fish and Game's (DFG) current dispatch operations and Communication Operator (CO) staff shall be transferred to the Department of Parks and Recreation (DPR). COs currently employed by DFG shall become employees of DPR, effective July 1, 2004, and shall be reassigned to the DPR Northern Communications Center (NORCOM),

13304 White Rock Road, Rancho Cordova, CA 95670. DFG COs who have completed their probationary period in the class at DFG will not be required to serve a new probationary period upon transferring. As a result of this transfer, CAUSE - Statewide Law Enforcement Association and the State of California (DFG and DPR), hereby agree to the following provisions, effective July 1, 2004:

1. Terms of this Side Letter:

   The terms of this side letter shall become effective July 1, 2004 and remain in force unless changed in accordance with the Bargaining Unit 7 Memorandum of Understanding (MOU) or until superceded by future contract negotiations.

2. Work shift schedule:

   DFG COs transferring under this agreement shall be scheduled for the four 10-hour day shift schedule, effective Sunday, July 4, 2004. For the dates of July 1 through July 3, 2004, DFG COs will continue with their existing DFG schedule.

3. Shift Schedules:

   Seniority for shift bidding schedules for full-time employees within the NORCOM facility, by agreement of the parties, shall be in the following preferential order. This list shall be changed only if the affected employee leaves State service or the work location. New employees to NORCOM shall be subject to the Bargaining Unit 7 MOU, section 7.1 (Shifts and Days Off Scheduling).

   1. Karen Dwire
   2. Jennifer Draa
   3. Sue Dedina
   4. Lorin Forehand

5. Linda Pastrone
6. Bob Boulden
7. Carol Howell
8. Karen Griffin
9. Rebecca Martinez
10. Maria Cordero
11. Kim Romero
12. Adrian Chatigny
13. Jessica King
14. Cathy Conway

4. Training Schedules:

   During the initial training period for DFG COs transferring under this agreement, employees will not be subject to the post and bid scheduling system, in accordance with MOU, section 7.1 (Shifts and Days Off Scheduling).

5. Vacation Scheduling:

   Beginning with the 2005 calendar year, vacation requests shall be submitted and processed in accordance with the Bargaining Unit 7 MOU, section 9.2 (Vacation Scheduling - DPR). When two or more employees in the CO classification request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the classification in the department.) When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

6. Seniority Defined

   For provisions under this Sideletter and provisions in the Bargaining Unit 7 MOU, the following definitions of seniority shall apply:

   a. For the purpose of defining departmental seniority in the classification in DPR, DFG CO's transferring under this agreement and DPR CO's employed as of July 1, 2004 shall be allowed to count their total months of State service worked prior to July 1, 2004 in the CO classification (class code 1670 and 1689) for vacation scheduling and transfer purposes. DPR CO's hired by DPR or who transfer to NORCOM after July 1, 2004 will have their seniority defined by applicable provisions of the current collective bargaining agreement.

   b. For the purpose of defining departmental seniority, DFG COs transferring under this agreement shall be allowed to count their total months of State service worked prior to July 1, 2004 in DFG.

   c. For the purpose of defining seniority in the classification at the work location for shift bidding, paragraph 3 of this Side Letter shall apply.

ATTACHMENT A – Alternate Work Schedules - Communications Centers

Effective December 1, 1998, the Department of California Highway Patrol (CHP) and the California Union of Safety Employees (CAUSE) agreed to implement an AWW Plan in the Department's Communications Centers (CC). Except as modified by this agreement, the policies and procedures set forth in HPM 10.3 (Personnel Transactions Manual), Chapter 28 (Attendance Reporting), revised February 1995, which are applicable to Unit 7 employees will govern the implementation of the AWW Plan.

CAUSE or the CHP, pursuant to Article 7 (Hours of Work and Overtime), Provisions 7.1 (Shifts and Days Off Scheduling) and 7.2 (Alternate Work Schedules and Flexible Work Hours) in the Unit 7 Contract, may initiate the request to implement an AWW in a CC. CAUSE business agents are authorized to make the request directly to the Commander of a CC. CAUSE job stewards are not authorized to request the AWW except when specifically authorized in writing by CAUSE. The Commander of the CC shall meet and confer over the impact of the change in the workweek.

The parties agree that in order to successfully implement an AWW, it may be necessary to temporarily modify the intent of the provisions negotiated in the Unit 7 Contract. Any modifications of the intent of the contract language shall occur at the departmental level and only after a meet and confer between CAUSE and the Office of Employee Relations over the planned modifications. CAUSE agrees to cooperate with the CHP to facilitate the implementation of the AWW Plan to ensure its success. Once implemented, absent an emergency, an AWW will not be changed, modified, revoked or suspended except pursuant to Article 4 (Management Rights) and Article 7, Provisions 7.1 and 7.2 of the Unit 7 Contract.

The parties recognize that shift scheduling is unique to the demographics and operational demands of a particular CC. Management reserves the right to schedule conducive to the particular needs of the CC, i.e., establishing overlap, rolling, relief shifts. Pursuant to Article 7 , Provision 7.1, paragraph 2, line 2 - The "…CHP shall maintain current practice and meet and confer over the impact of any change in practices." at the command level.

Public Safety Dispatchers who are working an AWW Plan shall be required to maintain a thirty (30) hour plus excess time balance. For purposes of this agreement, plus excess time is defined as time earned when a Public Safety Dispatcher's number of regularly scheduled workdays exceed the number of hours required in a pay period. Plus excess hours accrue when the Public Safety Dispatcher exceeds the hours in a pay period and are used when the Public Safety Dispatcher is short the number of hours required for the pay period. Except for those Public Safety Dispatchers who have less than thirty (30) hours of plus excess time at the time an AWW Plan is implemented in the center or for those who are new hires or transfers, overtime and vacation time will not accrue as excess time. When a Public Safety Dispatcher has no plus excess time to draw from in order to complete the required hours for the pay period, vacation, compensating time off, holiday credits or dock may be used. Excess time shall not be used in lieu of vacation credits.

In the event CAUSE requests to implement an AWW in a CC, it is understood that all Public Safety Dispatchers in that command shall participate in the plan.

An individual who hires in or transfers to a CC who has implemented an AWW Plan shall accept the assignment predicated on the workweek plan in place at that center. A new hire or transfer into a center shall be administratively assigned to a shift until the next schedule sign-up is posted following the completion of his/her training/orientation period as determined by management.

Any CC which retains the traditional workweek shall be governed by the terms and conditions of employment set forth in the Unit 7 Contract.

The parties agree that the implementation of the AWW Plan is not grieveable or arbitrable.

ATTACHMENT B – Firefighter/Security Guard – Dept. of the Military – Shift Scheduling

I. SHIFT SCHEDULING

1. OBJECTIVES

   a. Utilizing a force of not more than one (1) Chief, three (3) Captains, and nine (9) Firefighter/Security Guards, formulate a shift schedule that will provide adequate emergency service personnel at all times.

   b. Maintain a minimum of three (3) personnel scheduled for duty at all times.

   c. Minimize overtime.

   d. Provide maximum supervision.

2. PLANNING FACTORS

   a. Use three (3) platoon organization.

   b. Using a twenty-eight (28) day shift planning cycle, schedule employees on a basic twenty-four (24) hours on; forty-eight (48) hours off, duty schedule. Essentially, each employee, except the Chief, will work every third day.

   c. The Chief will remain on a five (5) day eight (8) hour shift.

   d. The A-Shift will cover ten (10) shifts per cycle; the B-Shift and C-Shift nine (9) shifts per cycle.

   e. To compensate for the additional shift, each employee will be authorized an additional day off during the cycle, while working the A-Shift.

   f. Each platoon will rotate shifts each cycle. At the start of the second cycle, the First Platoon will rotate to C-Shift, Second Platoon to A-Shift and Third Platoon to B-Shift. This will allow each employee a two (2) day break between shifts and a five (5) day break each third cycle.

   g. Each employee will be scheduled to start work at 1200 hours, rather than 0800 hours, once during each cycle.

   h. Additional days off and late-in days will be scheduled on days when the Chief is on duty. This will maximize coverage.

3. DISUSSION

   a. This schedule allows for a minimum of three (3) Firefighter/Security Guards on schedule at all times, a majority of the time we will have four (4) man coverage, plus the Chief for additional manpower.

   b. Supervision is schedule for all except sixteen (16) hours each cycle.

   c. No overtime is scheduled.

   d. This schedule appears to satisfy the majority of stated objectives.

II. WORK SCHEDULING

Work schedules will be established on a 28 day cycle, 212 hour maximum. Normal workweeks will be comprised of 53 hours/week. Overtime will be paid for all hours in excess of 53. Sample schedules are shown on page B-4.

III. OVERTIME PAY

Overtime pay will be paid at a rate based on the following formula:

*Monthly salary time 12 months, divided by 52 weeks, divided by 53 hours week, equal hourly rate. Hourly rate divided by 2 equals ½ time rate. Hourly rate plus ½ time rate equals time and one half hourly rate.

The following OT rates apply based on monthly salary indicated.

Monthly Salary	$1922		$2012	
	x 12	Months	x 12	Months
	$23,064		$24,144	
	+52	Weeks	+52	Weeks
	443.53		464.30	
	+53		+53	
		Hrs. Wk.		Hrs. Wk.
	8.36	Hrly Rate	8.76	Hrly Rate
	+2		+2	
	4.18	½ Time	4.38	½ Time
	8.36	Hrly Rate	8.76	Hrly Rate
	+4.18	½ Time	+4.38	½ Time
OT =	12.54	Time & ½ Rate	13.14	Time & ½ Rate

Monthly Salary	$2106	$2203	$2310
	x 12	x 12	x12
	$25,272	$26,436	$27,270
	+52	+52	+52
	486.00	508.38	533.07
	+53	+53	+53
	9.16	9.59	10.05
	+2	+2	+2
	4.58	4.79	5.02
	9.16	9.59	10.05
	+4.58	4.79	+5.02
OT =	13.74	14.38	15.07

THREE PLATOON SHIFT SCHEDULE

CYCLE 1

SAMPLE DUTY SCHEDULE

MONTH																												
DAY	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**
DATE	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
"A" PLATOON																												
CAPT.				20	X					X	X					X	X					X	X					X
FF/SO				X	X					20	X					X	X					X	X					X
FF/SO				X	X					X	X					20	X					X	X					X
FF/SO				X	X					X	X					X	X					20	X					X
PI																												
"B" PLATOON																												
CAPT.	X					20	X					X	X					X	X					X	X			
FF/SO	X					X	X					20	X					X	X					X	X			
FF/SO	X					X	X					X	X					20	X					X	X			
FF/SO	X					X	X					X	X					X	X					20	X			
PI																												
"C" PLATOON																												
CAPT.		20	A					X	X					X	X					X	X					X	X	
FF/SO		X	X					X	X					X	X					X	X					20	A	
FF/SO		X	X					20	A					X	X					X	X					X	X	
FF/SO		X	X					X	X					20	A					X	X					X	X	
PI																												

THREE PLATOON SHIFT SCHEDULE

CYCLE 2

SAMPLE DUTY SCHEDULE

MONTH																												
DAY	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**
DATE	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
"A" PLATOON																												
CAPT.	X					20	X					X	X					X	X					X	X			
FF/SO	X					X	X					20	X					X	X					X	X			
FF/SO	X					X	X					X	X					20	X					X	X			
FF/SO	X					X	X					X	X					X	X					20	X			
PI																												
"B" PLATOON																												
CAPT.		20	A					X	X					X	X					X	X					X	X	
FF/SO		X	X					X	X					X	X					X	X					20	A	
FF/SO		X	X					20	A					X	X					X	X					X	X	
FF/SO		X	X					X	X					20	A					X	X					X	X	
PI																												
"C" PLATOON																												
CAPT.				20	X					X	X					X	X					X	X					X
FF/SO				X	X					20	X					X	X					X	X					X
FF/SO				X	X					X	X					20	X					X	X					X
FF/SO				X	X					X	X					X	X					20	X					X
PI																												

THREE PLATOON SHIFT SCHEDULE

CYCLE 3

SAMPLE DUTY SCHEDULE

MONTH																												
DAY	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
DATE	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10
"A" PLATOON																												
CAPT.		20	A					X	X					X	X					X	X					X	X	
FF/SO		X	X					X	X					X	X					X	X					20	A	
FF/SO		X	X					20	A					X	X					X	X					X	X	
FF/SO		X	X					X	X					20	A					X	X					X	X	
PI																												
"B" PLATOON																												
CAPT.				20	X					X	X					X	X					X	X					X
FF/SO				X	X					20	X					X	X					X	X					X
FF/SO				X	X					X	X					20	X					X	X					X
FF/SO				X	X					X	X					X	X					20	X					X
PI																												
"C" PLATOON																												
CAPT.	X					20	X					X	X					X	X				X	X				
FF/SO	X					X	X					20	X					X	X				X	X				
FF/SO	X					X	X					X	X					20	X				X	X				
FF/SO	X					X	X					X	X					X	X				20	X				
PI																												

IV. SICK LEAVE

Sick leave will be credited at the rate of eight (8) hours per month. Charges for sick leave will be in accordance with the chart herein. All remaining provisions of Article 9, section 9.3 of the Unit 7 Agreement shall apply.

V. VACATION LEAVE

Vacation leave will be credited as follows:

7 Months -	3 Years =	7 Hours per month
37 Months -	10 Years =	10 Hours per month
121 Months -	15 Years =	12 Hours per month
181 Months -	20 Years =	13 Hours per month
241 and over =	=	14 Hours per month

Vacation leave will be charged in accordance with the chart herein. All remaining provisions of Article 9, section 9.1 of the Unit 7 Agreement shall apply.

VI. HOLIDAYS

Holidays will be credited at 11 hours for each holiday occurring during a month. Charges will be as follows for absence of one 24 hour shift:

Charge holiday credit	11 hours =	8 hour
Charge holiday credit	13 hours =	10 hours
	24 hours =	18 hours

VII. DEBIT FACTOR

53 hours – 40 hours = 1.325 hours

1.325 = 1 hour

24 hours – 1.325 hours = 18 hours (24 hour shift = 18 hour debit)

53 hours – 40 hours conversion will be used to debit leave accounts only (vacation, sick, holiday) and not to reduce time worked such as overtime. Example: If a 24 hour OT shift is worked, the employee will be paid for 24 hours at the prescribed time and one half rate.

VIII. APPLICATION OF WORK CYCLE WITH REGARD TO LEAVE TIME AND OVERTIME

When using accrued leave time, it is considered as time worked in fulfilling the 212 hour/28 day cycle commitment. Therefore, if during a given cycle, overtime is worked and leave time is taken, overtime would be paid and leave time would be debited, both at the prescribed rate.

A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION-40 HOUR WEEK		A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
1	1		1	33	25	3	1
2	2		2	34	26	3	2
3	2		2	35	26	3	2
4	3		3	36	27	3	3
5	4		4	37	28	3	4
6	5		5	38	29	3	5
7	5		5	39	29	3	5
8	6		6	40	30	3	6
9	7		7	41	31	3	7
10	8	1	0	42	32	4	0
11	8	1	0	43	32	4	0
12	9	1	1	44	33	4	1
13	10	1	2	45	34	4	2
14	11	1	3	46	35	4	3
15	11	1	3	47	35	4	3
16	12	1	4	48	36	4	4
17	13	1	5	49	37	4	5
18	14	1	6	50	38	4	6
19	14	1	6	51	38	4	6
20	15	1	7	52	39	4	7
21	16	2	0	53	40	5	0
22	17	2	1	54	41	5	1
23	17	2	1	55	42	5	2
24	18	2	2	56	42	5	2
25	19	2	3	57	43	5	3
26	20	2	4	58	44	5	4
27	20	2	4	59	45	5	5
28	21	2	5	60	45	5	5
29	22	2	6	61	46	5	6
30	23	2	7	62	47	5	7
31	23	2	7	63	48	6	0
32	24	3	0	64	48	6	0

A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION-40 HOUR WEEK		A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
65	49	6	1	96	72	9	0
66	50	6	2	97	73	9	1
67	51	6	3	98	74	9	2
68	51	6	3	99	75	9	3
69	52	6	4	100	75	9	3
70	53	6	5	101	76	9	4
71	54	6	6	102	77	9	5
72	54	6	6	103	78	9	6
73	55	6	7	104	78	9	6
74	56	7	0	105	79	9	7
75	57	7	1	106	80	10	0
76	57	7	1	107	81	10	1
77	58	7	2	108	82	10	2
78	59	7	3	109	82	10	2
79	60	7	4	110	83	10	3
80	60	7	4	111	84	10	4
81	61	7	5	112	85	10	5
82	62	7	6	113	85	10	5
83	63	7	7	114	86	10	6
84	63	7	7	115	87	10	7
85	64	8	0	116	88	11	0
86	65	8	1	117	88	11	0
87	66	8	2	118	89	11	1
88	66	8	2	119	90	11	2
89	67	8	3	120	91	11	3
90	68	8	4	121	91	11	3
91	69	8	5	122	92	11	4
92	69	8	5	123	93	11	5
93	70	8	6	124	94	11	6

A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION-40 HOUR WEEK		A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
94	71	8	7	125	94	11	6
95	72	9	0	126	95	11	7

A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION-40 HOUR WEEK		A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
127	96	12	0	158	119	14	7
128	97	12	1	159	120	15	0
129	97	12	1	160	121	15	1
130	98	12	2	161	122	15	2
131	99	12	3	162	122	15	2
132	100	12	4	163	123	15	3
133	100	12	4	164	124	15	4
134	101	12	5	165	125	15	5
135	102	12	6	166	125	15	5
136	103	12	7	167	126	15	6
137	103	12	7	168	127	15	7
138	104	13	0	169	158	16	0
139	105	13	1	170	128	16	0
140	106	13	2	171	129	16	1
141	106	13	2	172	130	16	2
142	107	13	3	173	131	16	3
143	108	13	4	174	131	16	3
144	109	13	5	175	132	16	4
145	109	13	5	176	133	16	5
146	110	13	6	177	134	16	6
147	111	13	7	178	134	16	6
148	112	14	0	179	135	16	7
149	112	14	0	180	136	17	0
150	113	14	1	181	137	17	1
151	114	14	2	182	137	17	1
152	115	14	3	183	138	17	2
153	115	14	3	184	139	17	3
154	116	14	4	185	140	17	4
155	117	14	5	186	140	17	4
156	118	14	6	187	141	17	5
157	118	14	6	188	142	17	6

A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION-40 HOUR WEEK		A WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	B WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	C DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
189	143	17	7	220	166	20	6
190	143	17	7	221	167	20	7
191	144	18	0	222	168	21	0
192	145	18	1	223	168	21	0
193	146	18	2	224	169	21	1
194	146	18	2	225	170	21	2
195	147	18	3	226	171	21	3
196	148	18	4	227	171	21	3
197	149	18	5	228	172	21	4
198	149	18	5	229	173	21	5
199	150	18	6	230	174	21	6
200	151	18	7	231	174	21	6
201	152	19	0	232	175	21	7
202	152	19	0	233	176	22	0
203	153	19	1	234	177	22	1
204	154	19	2	235	177	22	1
205	155	19	3	236	178	22	2
206	155	19	3	237	179	22	3
207	156	19	4	238	180	22	4
208	157	19	5	239	180	22	4
209	158	19	6	240	181	22	5
210	158	19	6	241	182	22	6
211	159	19	7	242	183	22	7
212	160	20	0	243	183	22	7
213	161	20	1	244	184	23	0
214	162	20	2	245	185	23	1
215	162	20	2	246	186	23	2
216	163	20	3	247	186	23	2
217	164	20	4	248	187	23	3
218	165	20	5	249	188	23	4
219	165	20	5	250	189	23	5

ATTACHMENT C – Holiday Pay – Public Safety Dispatchers I/II

Public Safety Dispatchers I/II are assigned to Work Week Group 2 and have a forty (40) hour workweek. The regular workweek begins Sunday and ends Saturday, requiring five (5) working days and two (2) regular days off (RDO).

Pursuant to the May 1990, Holiday Pay Settlement Agreement between the California Highway Patrol and the California Union of Safety Employees, a Public Safety Dispatcher shall receive two and one-half (2½) times his/her regular rate of pay for each official holiday actually worked. A full-time employee who works a minimum of forty (40) hours in a workweek in which a holiday occurs, and is required to work an eight (8) hour shift on the holiday, shall receive eight (8) hours additional pay at time and one-half (1½). This equates to twenty (20) hours total paid compensation for working the holiday. The eight (8) hours' pay is included in the regular payroll warrant, and eight (8) hours' pay at time and one-half (1½) is issued in a separate warrant.

Permanent full-time Public Safety Dispatchers assigned to a forty (40) hour workweek are required to work a minimum of forty (40) hours in a work week inclusive of the holiday to qualify for this benefit. Public Safety Dispatchers who work a Saturday Holiday receive a time and half cash out for working the holiday. Public Safety Dispatchers who work on a holiday that falls on a Sunday which is celebrated on the following Monday, receive holiday compensation if they work on Monday.

If a permanent full-time employee works less than eight (8) hours on a holiday, he/she is only entitled to the time and one-half (1½) cash compensation for the number of hours actually worked on the holiday. A part-time employee who works a holiday must work forty (40) hours inclusive of the holiday in the workweek to receive the additional time and half payment.

For the purpose of computing the number of hours worked for overtime payment, time during which an employee is excused from work because of holidays, vacation, compensating time off (CTO), or other paid leave with the exception of sick leave, shall be considered time worked for overtime computation. Time during Contract which an employee is excused from work because of sick leave shall not be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

An employee's shift start time determines the entitlement to holiday compensation and not the number of hours worked on the holiday.

RDOs for the pay period are scheduled based on the number of Saturdays and Sundays within the pay period. Holidays are not counted toward total RDOs for the pay period.

ATTACHMENT D – Physical Fitness Incentive

C-1

Candidate’s Informed Consent. All employees participating in the Physical Fitness Incentive pay qualification (Phase I & II) will sign the Informed Consent.

“I hereby consent to voluntarily engage in a battery of tests which will determine my eligibility and qualifications for the Bargaining Unit 7 Physical Fitness Incentive Pay program. Some of the tests will require that I exert maximum physical effort and the possibility exists of certain changes occurring during these tests. Possible changes include abnormal blood pressure, fainting, disorders of the heartbeat (too rapid, too slow, or ineffective) and very rare instances of heart attack. There also exists minimal

possibility of physical injury. Signs of possible abnormalities will result in discontinuance of my tests.

I understand that I should not undertake such testing without clearance from a medical doctor if I know or have reason to believe that I have any health problems which might impair my ability to safely undergo testing. I further understand that I will not be permitted to test without medical clearance if, in the opinion of the testing examiners that there exists any contradiction to, or hazard involved in my being tested.

I have read the foregoing, understand it, and any questions which may have occurred to me have been answered to my satisfaction. I further agree to answer to the best of my knowledge and ability the questions posed in Phase I, Medical Assessment for Cardiac Risk".

C-2

PHASE ONE

MEDICAL ASSESSSMENT FOR CARDIAC RISK

The following medical assessment format will be utilized to screen candidates and to provide information to participants.

Name _____

Date _____

Any participant failing to meet the resting heart rate and resting blood pressure standards set forth below shall be required to obtain a medical doctor's release on his or her own time and expense before proceeding with the physical fitness test.

The Resting Heart Rate (RHR) shall be measured after the employee has been sitting for a minimum of five (5) minutes in a relaxed, comfortable atmosphere by monitoring the heart beat with a stethescope or taking the pulse from the carotid or radial artery. The heart beat or pulse shall be taken for thirty (30) seconds and multiplied by two (2). RHR must be 90 beats per minute (BPM) or less. If the RHR cannot be established at or below 90 BPM, wait ten (10) minutes and repeat. If the RHR is still at an unacceptable level complete the pretest screening, however the participant will be required to obtain a medical doctor's release as stated above before proceeding with Phase II.

_____

Resting Heart Rate

A resting blood pressure will be obtained after the employee has been sitting in a relaxed position for at least five (5) minutes. The resting blood pressure must not exceed 140/90. If it does, wait ten (10) minutes and repeat. If blood pressure is still at an unacceptable level complete the prescreening test, however, the participant will be required to obtain a medical doctor's release as stated above before proceeding with Phase II.

_____

Resting Blood Pressure

C-3

CATEGORY 1 – SYSTOLIC BLOOD PRESSURE

	0	1	4	6	7	8	9	10
MALE	139	135	130	125	121	116	115	110
FEMALE								
PRE-MENOPAUSE	139	132	127	122	119	116	113	108
POST-MENOPAUSE		139	134	129	125	122	115	113

CATEGORY 2 – DIASTOLIC BLOOD PRESSURE

	0	1	4	6	7	8	9	10
MALE	89	85	80	75	70	65	60	55
FEMALE								
PRE-MENOPAUSE	89	80	75	70	65	60	58	55
POST-MENOPAUSE	89	85	80	75	70	65	60	55

CATEGORY 3- WEIGHT ACCORDING TO HEIGHT – (**)

10	9	8	5	2	0	-2	-4
At or below weight	1-3 over	4-6 over	7-10 over	11-15 over	16-20 over	21-30 over	30-40 over

-6	-8	-10
41-50 over	51-75 over	76 or over

CATEGORY 4 – FAMILY HISTORY

I have the following number of relatives (parents and grandparents) who had heart distress, stroke or claudication which occurred between the indicated ages.

0	1	2	3	4	10
1 or more under age 50	2 or more bet/ages 50-60	1 between ages 50-60	2 over age 60	1 over age 60	none

CATEGORY 5 – SMOKING

-10	-6	-4	-2	1
Over 30 cigs/day	21-30 cigs/day	10-20 cigs/day	Pipe/cigar but not inhale	20 or more cigs/day or inhale pipe/cigar over 10 years but quit

2	3	4	5	6
19 or less cigs/day over 10 years quit	20 or more cigs/day 7-10 years but quit	19 or less cigs/day 7-10 years but quit	20 or more cigs/day 3-6 years but quit	19 or less cigs/day 3-6 years but quit

7	8	10
20 or 20 cigs/day 1-2 years but quit	19 or less cigs/day 1-2 years but quit	NEVER SMOKED

C-5

CATEGORY 6 – AEROBIC EXERCISE

0	1	2
Sedentary	Not good enough	Acceptable-could be better

8	10
Active and Healthy	Very active lifestyle

Scores defined: Maintained training heart rate 15-20 minutes

5X per week = very active lifestyle

4X per week = active and healthy

3X per week = acceptable, could be better

2X per week = not good enough

1X per week = sedentary

CATEGORY 7 – AGE

	1	2	3	4	5	6	7	8	9	10
MALE	67-64	63-61	60-57	56-54	53-49	48-44	43-40	39-35	34-21	20 and under

	4	5	6	7	8	9	10
FEMALE	63-57	56-51	50-45	44-37	36-30	29-21	20 and under

CATEGORY 8 – BODY FAT (%) _____

Body fat measurements shall be made using U.S. Navy protocol and U.S. Navy body fat percentage predictions. This category is for the participants information only. Scores shall not be used in the overall scoring of this assessment.

MEDICAL ASSESSMENT EVALUATION

RANGES	EMPLOYEE SCORE	STATUS
20+	_____	TEST
15-19	_____	EXAMINERS JUDGEMENT
1-14	_____	PHYSICIAN'S RELEASE
O AND BELOW	_____	NO TEST/ PHYSICIAN'S RELEASE

HEIGHT-WEIGHT SCREENING TABLES

	MEN		WOMEN	
HEIGHT	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
4’10”			87	126
4’11”			89	128
5’0”	100	153	92	130
5’1”	102	155	95	132
5’2”	103	158	97	134
5’3”	104	160	100	136
5’4”	105	164	103	139
5’5”	106	169	106	144
5’6”	109	174	108	148
5’7”	111	179	111	152
5’8”	115	184	114	156
5’9”	119	189	117	161
5’10”	123	194	119	165
5’11”	127	199	122	169
6’0”	131	205	125	174
6’1”	135	211	128	179
6’2”	139	218	130	185
6’3”	143	224	133	190
6’4”	147	230	136	196
6’5”	151	236	139	201
6’6”	153	242	141	206
6’7”	157	248	144	211
6’8”	161	254	147	216

PHASE II TEST DESCRIPTIONS

THREE-MINUTE TEST-RECOVERY. This test will be performed using a bench 12 inches high and will be administered using a 96 beat per minute protocol with 24 complete cycles in three (3) minutes. Prior to the commencement of the test, the participant's resting pulse rate will be taken while seated. At the command, the participant will step up and down from the bench keeping cadence with the metronome. Immediately after the three minutes of stepping, the participant sits down. A 60-second heart rate starting five seconds after the stepping is counted. If the subject's pulse has not dropped sufficiently, further examination may be necessary prior to allowing that person to continue with the testing events.

ILLINOIS AGILITY RUN. An agility run test reflects the ability to change directions and speed quickly. Several basic movements have been combined in one test in the figure-eight Illinois Agility Run.

The participant starts in a flat prone position with hands on the starting line and then reacts to the starting signal. The course consists of the following:

Sprint 30 feet, stride stop and place at least one foot over the boundary line, turn and sprint back 30 feet.

Left turn around chair on starting line and zig-zag in a figure-eight fashion around the chairs up and back.

Sprint 30 feet up and back as described in step 1) above except finish with a dash over the starting line.

The total time to negotiate the course is recorded to the nearest 0.1 second. Gym shoes must be worn for the test and a warm-up is required. Practicing the course by a slow jog is recommended as a warm-up procedure. The best of two time trials is used as the agility score with at least five minutes of rest allowed between the trials.

In the event a participant has an injury or physical disability which would be exacerbated by rising quickly from a prone position, or during testing in inclement weather, the starting position for the Illinois Agility Test will be a standing position with the back faced to the starting line.

SIT-UPS. Lie flat on back with knees bent, heels close to buttocks (approximately 10 inches) and arms folded across chest and feet held to floor by partner. Curl up touching elbows to thighs. Lie back touching shoulders to floor. Repeat as many times as possible in one minute.

FLEXIBILITY SIT AND REACH. After removing his/her shoes, the participant sits on the floor or mat with the legs extended forward, feet no more than eight inches apart, knees locked, the backs of the legs touching the floor, and leans forward at the waist as far as possible. The hands are superimposed over each other and extended forward while leaning forward and the distance of the stretch is measured. If the participant is flexible enough to reach his/her toes, a score of 15 is recorded. If the participant is not flexible enough to reach the toes, a score of below 15 is recorded. A ruler is used to measure the distance above or below the 15 mark. The participant must reach and hold the position with both hands on the mark to have the effort measured and recorded. The best of two attempts will be used as the sit and reach score.

VERTICAL JUMP TEST. A yardstick, measuring tape, smooth wall or a specially made vertical jump board are required for the test. Chalk dust is placed on the fingers of one hand as a means for marking the jump. The officer stands with one side toward the measuring device and reaches upward as high as possible. This is recorded as the “reach” distance. The performer then jumps as high as possible and touches the measuring device at the height of the jump. The test is scored as the number of inches, measured to the nearest half-inch, between the “reach” and jump marks. The best of two jumps will be used as the vertical jump test score.

PHYSICAL INCENTIVE TEST STANDARDS

TEST	AGE 20-29		AGE 30-39		AGE 40-49		AGE 50+	
	M	F	M	F	M	F	M	F
SIT-UP	(NUMBER PERFORMED IN ONE MINUTE)							
	=>38	=>33	=>35	=>25	=>29	=>20	=>24	=>14
SIT REACH	(INCHES* BEST OF TWO ATTEMPTS)							
	=>17.0	=>19.3	=>15.5	=>18.5	=>14.4	=>17.5	=>14.4	=>16.5
VERTICAL JUMP	(=>INCHES* BEST OF TWO ATTEMPTS)							
	15.0	12.0	15.0	12.0	15.0	12.0	15.0	12.0
ILLINOISE AGILITY	(=>IN SECONDS)							
	19.6	21.6	20.1	22.1	21.6	23.6	22.1	23.1
STEP TEST								
	98-111	103-116	103-117	108-122	102-117	107-122	102-117	107-122

C-10

Dear Physician:

_____was deferred from participating in the Physical Testing program to determine eligibility for Physical Fitness Incentive Pay for the reasons indicated on the attached medical referral form.

The above named candidate is required to obtain a physician's release before proceeding with the physical tests. If you feel it is inappropriate to authorize a full release given the candidate's condition, simply mark the box indicating this.

If further information is needed, please contact out office at
(____)_____

Between the hours of 8:00 a.m. to 4:30 p.m., Monday – Friday.

PLEASE FILL OUT THE SECTION BELOW. OTHER FORMS WILL NOT BE ACCEPTED.

I, _____have examined the above named person and find him/her:

☐ to be free of any medical problems which would restrict participation in the physical test and therefore give an unrestricted medical release to continue with the physical testing.

☐ to have medical problems which indicate potential risk in continuing with the physical testing at this time.

I understand the testing will be administered with a registered nurse, or emergency medical technician present and without a physician, in a non-medical facility.

✍ _____ ( ) _____ _____

Signature Phone Date:

ATTACHMENT E – Commercial Drivers License Drug and Alcohol Testing Agreement

Federal Regulations 49 Code of Federal Regulations (CFR) Parts 382, et al. and 49 CFR Part 40 require the State of California (State) to test its commercial drivers for controlled substances and alcohol. As specified below, this requirement covers certain employees in Bargaining Unit 7. Having met and conferred, the State and the California Union of Safety Employees (CAUSE), agree to the following regarding the impact of this testing on employees in Unit 7.

I. AUTHORITY AND PURPOSE

A. The State will conduct drug and alcohol testing of commercial drivers in Bargaining Unit 7, as specified in Federal Regulations 49 CFR Parts 382, et al. and 49 CFR Part 40. This is in addition to and separate from other State drug and alcohol testing provisions (Department of Personnel Administration [DPA] Rules 599.960-599.966 and State Personnel Board Rules 213 - 213.6).

B. The State will apply this Agreement to all employees in Bargaining Unit 7, other than those in the Department of Transportation, who meet the criteria for testing required by 49 CFR Part 382 et al. This includes all employees who:

1. Are in a classification that requires the possession of a Commercial Drivers License (CDL); or who

2. Possess a CDL and drive a motor vehicle for the State of California that:

a. Has a gross combination weight rating or gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds; or

b. Has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds; or

c. Is designed to transport 16 or more passengers, including the driver; or

d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

C. This Agreement restates and describes certain of the Federal testing provisions and requirements. However, the State and CAUSE agree that the applicable Federal regulations shall be applied in their entirety, and as they are specifically set forth in the CFR.

II. DPA CONSORTIUM

DPA will serve as the administrator for the consortium that will provide drug/alcohol testing services for the Federal testing program to State departments, other than the Department of Transportation. These contracted services will include urine collection, breath alcohol testing, laboratory services, and MRO services.

III. TYPES OF TESTING

A. Random Testing: Each year, a number of drug tests that equals 50 percent of the employees in the DPA consortium will be conducted on employees who are randomly selected from the consortium. In addition, a number of alcohol tests that equals 10 percent of the number of employees in the DPA consortium will be conducted on employees who are randomly selected from the consortium. DPA will randomly select employee names using the HEIDI computer software program.

Employees will usually provide urine specimens (for drug tests) and take breath alcohol tests for the random testing program during normal work hours. Employees whose regularly scheduled work shift occurs outside of the designated collection sites' normal hours of operation may be held after shift to be tested, or the employing department may make arrangements to have them tested during their shift.

In no event shall an employee be called in for the purpose of participating in a random test while the employee is on vacation, regular days off, sick leave, compensating time off, or other leave status.

Procedures for collecting urine specimens shall safeguard individual privacy consistent with 49 CFR, Part 40, section 40.25. Chain of custody procedures shall be maintained and shall be adhered to consistent with 49 CFR, Part 40, section 40.25--40.29.

B. Reasonable Suspicion: Employees will be required to submit to a reasonable suspicion drug test and/or a breath alcohol test if the supervisor has reasonable suspicion to believe that the driver has violated the Federal requirements on the use of controlled substances and/or alcohol. A finding of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Supervisors who could be making a determination of reasonable suspicion must receive: 1) at least 60 minutes of training on alcohol misuse; and 2) at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

A CDL holder covered by this testing program is subject to reasonable suspicion testing for alcohol anytime the CDL holder is ready to perform, is immediately available to perform, is performing, or has just performed a safety-sensitive function. A CDL holder covered by this testing program is subject to reasonable suspicion tests for drugs anytime the CDL holder is on duty.

The basis for all reasonable suspicion determinations shall be documented as follows:

1. Preliminary documentation. Before the employee is sent to provide a urine specimen and/or take an alcohol breath test, the employee shall be given a preliminary, informal written statement that indicates why the employee is being sent to testing. The purpose of this is to give the employee a specific (i.e., describing specific observations leading to the reasonable suspicion determination) but concise summary of why he/she is being sent to testing. Because of the need to act quickly in these situations, these statements may not contain a complete narration of the observations and circumstances surrounding the decision to initiate a reasonable suspicion test.

2. Official reasonable suspicion documentation will be completed and made available to the employee within two working days after being asked to submit to testing. This will be a specific, written description of the observations concerning the employee's appearance, behavior, speech, or body odors that led to the decision to test. It will also list the dates, times and places of these observations, as well as the names of the observers. While the State intends to develop and use standard forms for this purpose, an official documentation will not be deemed to be out of compliance with these requirements simply because it is not presented on a standard form.

   This documentation shall be completed before the person preparing it is aware of any positive drug test results.

3. The parties recognize that differences between the preliminary and official documentation may occur. Differences between the preliminary and official documentation may not, in and of themselves, compromise the integrity of an otherwise valid order to go for a reasonable suspicion drug test.

C. Post Accident: A driver who is in an accident involving a commercial vehicle shall be tested for alcohol and controlled substances if the following conditions exist:

1. The driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved the loss of human life; or

2. The driver received a citation under State or local law for a moving traffic violation arising from the accident, and the accident involved bodily injury requiring treatment away from the scene and/or resulted in damage to any vehicle that required the vehicle to be towed/transported away.

3. Nothing in this section shall be construed to require the delay of necessary medical attention following an accident.

4. The State shall conduct its own post accident tests, in addition to any tests performed by law enforcement agencies, unless it is not possible for the State agency to conduct a test within the federally prescribed time limits.

D. Pre-Employment/Pre-Duty Testing: A pre-employment/pre-duty controlled substance and alcohol test must be conducted before the first time a driver performs his/her first safety-sensitive function for the State. A driver must also take a pre-duty controlled substance and alcohol test when he/she transfers from a position not performing safety-sensitive functions to a position performing safety-sensitive functions as defined under the CFR. This also applies to a driver

returning from a leave of absence for more than 30 calendar days due to illness, lay-off, injury, extended leaves, (paid or unpaid) etc., who has not remained in the controlled substance and alcohol testing program and, therefore, has not been subject to the random testing process. A negative test result is required prior to performing safety-sensitive functions.

There will be a uniform standard within each State Department for determining when absent employees are to remain in the testing pool.

A driver may be exempted from pre-employment/pre-duty testing if the State verifies his/her participation in and compliance with a Federal testing program under a prior employer, as specified in the Federal regulations.

E. Return-to-Duty Testing: Employees who have engaged in prohibited conduct under the Federal regulations must submit to and pass a return-to-duty test prior to performing safety-sensitive duties again.

F. Follow-up Testing: Following the Substance Abuse Professional's (SAP's) determination that the employee, has properly followed the SAP's recommendation for rehabilitation, the employee will be subject to a minimum of 6 unannounced follow-up alcohol and/or drug tests during the first 12 months following his/her return to work.

IV. TESTING PROCESS

A. Drug Testing

Following are the controlled substances (drugs) included in the Federal testing program, and the cutoff levels used in the tests for each of them. This information was current when this Agreement was signed but is subject to change by the Federal government.

CONFIRMATORY SUBSTANCE	SCREENING CUTOFF	CONFIRMATORY CUTOFF
Amphetamines/	1,000 nanogram	500 nanogram
Methamphetamine	per milliliter	per milliliter
Cannabinoids	50 nanogram	15 nanogram
(Benzoylecgonine)	per milliliter	per milliliter
Cocaine	300 nanogram	150 nanogram
	per milliliter	per milliliter
Opiates	300 nanogram	300 nanogram
	per milliliter	per milliliter
Phencyclidine (PCP)	25 nanogram	25 nanogram
	per milliliter	per milliliter

Drug testing shall be performed on a urine sample using an immunoassay screening test and gas chromatography/mass spectrometry confirmatory test for positive tests. The State shall use a SAMSHA-approved laboratory for these tests.

B. Alcohol Testing

Alcohol testing shall be performed by certified Breath Alcohol Technicians (BATs) using Federally-approved (NHTSA) evidentiary breath testing devices. For a positive test result with an alcohol level of 0.02 to 0.039, the employee may not be assigned to perform safety-sensitive functions for a period of 24 hours. For a positive test result with an alcohol level of 0.040 and above, the employee has violated 49 CFR.

C. Urine Collection/Breath Testing Process

Urine collection/breath alcohol testing services will generally be conducted in private clinical facilities. In addition, the State may utilize on-site (mobile) urine collection/breath alcohol testing services provided by private contractors. The State will specifically inform CAUSE of any situations in which State agencies plan to use their own staff and facilities to collect urine samples.

Time that is required for the employee to provide urine samples and take breath tests for the random, reasonable suspicion, post-accident, and follow-up testing programs shall be considered State work time. This shall be the time required to travel to the collection/testing site, the time involved in waiting for and completing the collection/testing process, and travel back to the employee's headquarters. If the employee returns to his/her home after the collection/testing process, that travel time, minus the employee's normal commute time from home to headquarters, shall also be work time. Pre-duty testing that is required because of the State-initiated assignment of commercial driving duties to an employee shall also be covered by this provision.

If urine collection/breath testing is not completed until after the completion of the employee's scheduled work day, or if the employee is to remain away from the worksite pending the outcome of the tests, the employing State agency shall ensure that the employee has a safe and reasonable way to get home.

When there are no other means available, the State will provide a safe and reasonable way home.

D. Re-Tests

For controlled substance tests, employees may request that a re-test, using the second portion of their split-sample urine specimen, be conducted at a NIDA-certified laboratory of their choice, provided they do it through the Medical Review Officer (MRO) who reviewed their laboratory results and make their request within 72 hours of receiving notice of the MRO's determination regarding the results of the first drug test. If the second test confirms the results of the first drug test, the employee will pay for the costs of the second test. If the re-test is done at the laboratory that is under contract with the State consortium, this cost will be equal to the rate specified in the contract with the laboratory for re-tests. If the second test indicates that the first test results were erroneous, the State will pay for the second test.

E. Medical Review Officer Services

All drug test results will be reviewed by a MRO, who, in turn, will report his/her finding to the State agency. MRO services will be provided by a licensed physician (medical doctor or doctor of osteopathy) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate drug test results.

An employee who tests positive will be interviewed by an MRO and be given an opportunity to provide medical information that the employee believes may have a bearing on the test results.

F. Substance Abuse Professional Services

All employees who test positive for drugs or alcohol must be evaluated by a SAP, as provided in the federal regulations, if they are to return to duty. These SAP services must be provided by a licensed physician (medical or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

At the State's discretion, the SAP will either be 1) a qualified individual who is part of a SAP network established by DPA or 2) a qualified individual selected and retained by the employee. When the employee retains his/her own qualified SAP, the State will pay up to $350 for the required SAP services, based on the SAP's usual and customary charges, either by having the SAP bill the State, or by having the employee submit an expense claim.

The SAP will provide general information to the employer regarding the nature and severity of addiction or substance dependency, whether the employee has completed the prescribed rehabilitation program, and the number and frequency of follow-up tests. Any other information that is provided shall be consistent with State and Federal laws and codes of professional conduct.

G. All procedures used for urine collection (including that involving State staff and/or facilities), breath alcohol testing, laboratory analysis of urine specimens, medical review of test results, and SAP evaluations shall be in conformance with 49 CFR Part 40 and 49 CFR Part 382, et al. as they now exist, or may exist in the future.

V. EMPLOYEE RIGHTS AND REPRESENTATION

A. The collection of a urine specimen and the administration of a breath test are not, in themselves, investigative interviews that would trigger an employee right to representation.

B. The State shall grant employee requests for representation during the urine /breath alcohol testing processes when there is reasonable suspicion testing and it can be done without delaying the testing process or causing operational difficulties for the State.

C. In addition, employees have the right to representation at any investigative interview that could lead to a decision by the State to take adverse action. Notwithstanding subsection A, this includes any such interviews that occur in conjunction with the urine sample collection/breath testing process.

D. Employees also have the right to representation in any discussion with the MRO except that the inability of the employee to arrange for such representation may not delay the conversation beyond 5 days after the earliest of the following: a) being contacted by the MRO; or b) being contacted by the State and ordered to contact the MRO; or c) not being available for employer contact after a good faith effort on the employer's part. If the employee fails to arrange for representation, the employee may either discuss the findings of the lab results with the MRO or decline to do so; in either case, the MRO will proceed to issue a determination regarding the results of the drug test. Conversations between the MRO and the tested employee will be by telephone in all or nearly all cases. In no case, shall the testing and review process be delayed.

VI. RECORDS AND REPORTS

A. The State will keep all drug testing records (in its possession) that identify or pertain to individual employees confidential, releasing information only according to Federal regulations, State rule, or as expressly authorized by the employee in writing. Records of all positive tests will be maintained for a minimum of five years.

B. Employees will receive a copy of the custody and control form certified by the MRO as to the results of all drug tests ordered by the State. Upon written request to the State, the State will send the employee copies of any and all documents that the State has in its possession and that relate to the employee's drug test, including laboratory results, reasonable suspicion documentation, MRO reports, and disciplinary reports. This material will be released to the employee's representative only upon the written request of the employee.

C. Statistical information about the drug testing program that cannot be used to identify particular individuals is not confidential.

D. Supervisory and/or employee drug training records are not confidential, even though they may contain the names of employees who have attended drug-related training sessions.

VII. EMPLOYEE CONFORMANCE WITH FEDERAL REQUIREMENTS

A. All commercial drivers in Unit 7 are expected to comply with the requirements set forth in 49 CFR Parts 40 and 382 et al. Failure to provide a breath sample, refusing to take a required drug test, or engaging in any other conduct that obstructs the testing process shall be considered an offense subject to the formal disciplinary process. Any violation of the Federal requirements including but not limited to testing positive may be the basis for formal disciplinary action, up to and including dismissal.

B. Employees who use prescription medications or over-the-counter medications, which may render them unable to perform their regularly assigned duties safely, must report such use to their supervisor. This includes any medication with a label that warns against driving or operating equipment. In such instances, the State may reassign the employee to non safety-sensitive duties.

VIII. TEMPORARY LOSS OF A COMMERCIAL DRIVERS LICENSE

Employees whose CDL has been revoked, suspended, restricted, or affected by any other action that would limit or restrict the employee's ability to perform safety-sensitive functions shall report such loss to their supervisor their first day of work after losing the license.

IX. CONFLICT RESOLUTION

Any disputes arising from the interpretation or application of Federal Regulations 49 CFR Part 382, et al. and 49 CFR Part 40 shall not be subject to the grievance and arbitration process.

A. When CAUSE believes that the CFR provisions are being improperly interpreted or applied by a State agency having commercial drivers, or the testing process is being improperly conducted, it may provide written notice of this to DPA. Within 30 days of receiving such a notice, DPA shall investigate the alleged improper interpretations or allegations and shall report its findings and any actions back to CAUSE.

B. In any conflicts between the CFR and this Agreement, the CFR shall prevail. When such a conflict arises, DPA shall do all of the following:

1. Provide written notice to CAUSE, describing the conflict and referencing the specific CFR section(s) from which it arises.
2. Upon the written request of CAUSE, DPA shall seek a written interpretation from the Federal government regarding any of the referenced CFR provisions that cannot be readily interpreted on their face. This shall not suspend or delay testing, or related practices, that the State believes are necessary to comply with the CFR.
3. When DPA receives such written interpretations from the Federal government, it will share them with CAUSE and change its testing practices, as necessary, to conform with the Federal interpretation.

C. Should any Federal rule or regulation be enacted, altered, or formally interpreted by the Federal Department of Transportation which creates a conflict with the terms or conditions of this Agreement, the remainder of this Agreement will remain in force. Upon occurrence of such an event, DPA shall provide written notice to CAUSE describing the conflict and referencing the specific CFR section(s) from which it arises and the sections of this Agreement with which it conflicts. Upon occurrence of such an event, the parties will meet and confer as soon as practical to renegotiate the invalidated provisions and/or their impact on the unit members.

D. Nothing in this agreement shall be deemed to supersede any rights an employee may have under State or Federal law regarding disciplinary actions.

ATTACHMENT F – K-9 Ranger 7(K) Pilot Program

PURPOSE

The purpose of this program is to implement an alternate scheduling option as a 6-month pilot program for the K-9 rangers at Hearst Castle. This scheduling option includes 19 hours of work (including meals and breaks) and five hours of unpaid sleep.

The alternate scheduling pilot program is intended to apply solely to the K-9 handling rangers at San Simeon District due to the unique 24-hour operational and training needs of the District.

This program may be extended by the department in six month increments if found to be operationally beneficial during the life of the contract. Parties agree to meet and discuss any decision to terminate the program.

AUTHORITY

A. Department

Public Resources Code section 5008(a) states: “The department shall protect the state park system from damage…and preserve the peace therein”. This new pilot program proposes to provide the most effective way to protect the visitors, employees, and cultural and historical resources at Hearst Castle without increasing PY’s.

B. Federal FLSA

Under the FLSA of 1983, section 7(K) gives the Department the authority to utilize the alternate scheduling option for peace officers. The federal regulations recognize the need for an immediate response assignment on situations similar to those at Hearst Castle.

BACKGROUND/CRITICAL NEED

Hearst Castle is valuable in terms of number and value of artifacts, square feet of historical facilities and vulnerable of vandalism. Yet, being in a remote location, there is a need for an immediate response assignment to protect Hearst Castle. There are no other local or county fire or police patrols within 30 minutes (first in) and there is a 65 minute response for meaningful support and backup.

In short, the District must rely on its 24-hour security employees at Hearst Castle to provide immediate response effort.

Compounding the remoteness and immediate response concerns is both the increase in value and the increase in visitors during the day and at night. There is a need for 24-hour protection.

The 7(k) scheduling option provides the 24-hour immediate response without increasing PY’s to cover the shifts. A conventional schedule would require at least two additional PY’s.

The 7(k) scheduling option allows a K-9 ranger to pair up with a firefighter/security officer team for training, skills, mutual support and further shift PY augmentation. Staff retention and morale will also benefit because the employees are covering the shifts and working as a cohesive team to protect Hearst Castle.

K-9/BOMB DETECTION TRAINING

This type of scheduling best serves the continuity of regular and frequent bomb detection training performed by the K-9 rangers.

In order for optimum training for quality bomb detection training, there should be a block of four hours. This includes set up and breakdown of training materials, and two blind searches at a minimum of thirty minutes each of actual “sniff time”. Explosives training is most effective when it is conducted on a regular basis. This also builds up endurance in the dogs and provides confidence in the K-9 team. With the sophistication of explosive materials, there are currently fourteen protocols as far as core items, and 19,000 possible combinations for dogs to detect. Blocks of training time during daytime hours also most closely resemble real life scenarios and provide reality-based training. This schedule also allows the K-9 rangers to team up with firefighter/security officers, so that the firefight/security officers can serve in the capacity of spotters and enhance team coordination.

CONTINOUS IMPROVEMENT

This program reflects the desire to seek continuous improvement. It also addresses the core program elements linked to the mission of California State Park in the areas of resource protection and public safety. It relates to the identified outcome for resource protection in that “significant cultural sites, features, structures and collections are protected and preserved.” For public safety, it provides “a safe environment within State Parks.”

SUMMARY

The adoption of this program encompasses the best government practices and the best museum practices because it:

- Saves the equivalent of two PY’s each fiscal year.
- Increases training opportunities for K-9 and bomb detection.
- Enables the firefighter/security officer to focus on fire prevention and medical assists without undermining security due to the presence by K-9 rangers on the schedule.
- Provides continuous coverage and presence by K-9 rangers teams for security purposes.
- Enhances security overall, especially with the increased visitation due to the fee reduction.

SALARY SCHEDULE

CURRENT MINIMUM AND MAXIMUM SALARIES FOR BU07

Class Title	SCHEM CD	CLASS CD	ALT RG	MIN SAL	MAX SAL	WWG
AIRCRAFT PILOT, DEPARTMENT OF JUSTICE	OJ79	8330		$4,355.00	$5,043.00	2
ARSON AND BOMB INVESTIGATOR	VY85	8997		$4,606.00	$5,554.00	2
ARSON AND BOMB INVESTIGATOR ASSISTANT	VY86	8894	A	$4,001.00	$4,395.00	2
ARSON AND BOMB INVESTIGATOR ASSISTANT	VY86	8894	B	$4,195.00	$5,054.00	2
ASSOCIATE CORPORATIONS INVESTIGATOR	VJ70	8571		$4,502.00	$5,433.00	2
ASSOCIATE INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	VJ40	8562		$4,467.00	$5,431.00	2
ASSOCIATE INSURANCE INVESTIGATOR	VJ69	8576		$4,502.00	$5,433.00	2
BACKCOUNTRY TRAILS CAMP SUPERVISOR, CALIFORNIA CONSERVATION CORPS	BZ97	1030		$4,351.00	$5,246.00	E
BRAND INSPECTOR	AP50	0303		$2,866.00	$3,411.00	2
CAPTAIN FIREFIGHTER/SECURITY OFFICER	VZ25	8989		$3,568.00	$4,299.00	2
COMMUNICATIONS OPERATOR	CR90	1670	A	$2,832.00	$3,442.00	2
COMMUNICATIONS OPERATOR	CR90	1670	B	$3,205.00	$3,894.00	2
CONSERVATIONIST I (ENERGY), CALIFORNIA CONSERVATION CORPS	BZ99	9557		$3,241.00	$3,895.00	2
CONSERVATIONIST I, CALIFORNIA CONSERVATION CORPS	BZ96	1029	A	$2,525.00	$2,983.00	2
CONSERVATIONIST I, CALIFORNIA CONSERVATION CORPS	BZ96	1029	B	$3,241.00	$3,895.00	2
CONSERVATIONIST II, CALIFORNIA CONSERVATION CORPS	BZ93	1003		$3,980.00	$4,798.00	2
CONSERVATIONIST II, NURSERY, CALIFORNIA CONSERVATION CORPS	BZ95	7370		$3,980.00	$4,798.00	2
CONSUMER PROTECTION ASSISTANT	VM30	8636		$2,782.00	$3,311.00	2
COORDINATOR (FIRE AND RESCUE SERVICES)	UG30	8188		$5,027.00	$6,071.00	2
COORDINATOR (RADIOLOGICAL), OFFICE OF EMERGENCY SERVICES	UD85	8123		$4,581.00	$5,522.00	2
COORDINATOR -COMMUNICATIONS- O.E.S.	UD50	8115		$4,581.00	$5,522.00	2
COORDINATOR -LAW ENFORCEMENT- O.E.S.	UE30	8122		$4,685.00	$5,654.00	2
CORPORATIONS INVESTIGATOR	VJ72	8570	A	$3,345.00	$3,839.00	2
CORPORATIONS INVESTIGATOR	VJ72	8570	B	$3,735.00	$4,052.00	2
CORPORATIONS INVESTIGATOR	VJ72	8570	C	$4,103.00	$4,940.00	2
COSMETOLOGY EXAMINER I	VU60	8818		$3,311.00	$3,980.00	2
CRIMINAL IDENTIFICATION AND INTELLIGENCE ASSISTANT	VE40	8471		$2,225.00	$2,398.00	2
CRIMINAL IDENTIFICATION SPECIALIST I	VE35	8462		$2,782.00	$3,311.00	2
CRIMINAL IDENTIFICATION SPECIALIST II	VE25	8456		$3,311.00	$3,980.00	2
CRIMINAL INTELLIGENCE SPECIALIST I	VD85	8443		$2,782.00	$3,311.00	2
CRIMINAL INTELLIGENCE SPECIALIST II	VD75	8440		$3,311.00	$3,980.00	2
CRIMINAL INTELLIGENCE SPECIALIST III	VD65	8439		$3,625.00	$4,370.00	2
CRIMINAL INVESTIGATOR, DEPARTMENT OF TOXIC SUBSTANCES CONTROL	VL15	7574	A	$3,594.00	$4,127.00	2
CRIMINAL INVESTIGATOR, DEPARTMENT OF TOXIC SUBSTANCES CONTROL	VL15	7574	B	$4,103.00	$4,940.00	2
CRIMINAL INVESTIGATOR, DEPARTMENT OF TOXIC SUBSTANCES CONTROL	VL15	7574	C	$4,502.00	$5,433.00	2

Class Title	SCHEM CD	CLASS CD	ALT RG	MIN SAL	MAX SAL	WWG
CRIMINAL INVESTIGATOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	VJ28	7568	A	$3,594.00	$4,127.00	2
CRIMINAL INVESTIGATOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	VJ28	7568	B	$4,103.00	$4,940.00	2
CRIMINAL INVESTIGATOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	VJ28	7568	C	$4,502.00	$5,433.00	2
CRIMINALIST	VF30	8466	A	$3,051.00	$3,574.00	2
CRIMINALIST	VF30	8466	B	$3,993.00	$4,930.00	2
CRIMINALIST	VF30	8466	C	$4,810.00	$5,942.00	2
DAIRY FOODS SPECIALIST	AY35	0625	A	$3,260.00	$3,916.00	2
DAIRY FOODS SPECIALIST	AY35	0625	B	$3,735.00	$4,502.00	2
DAIRY FOODS SPECIALIST	AY35	0625	C	$4,103.00	$4,940.00	2
DEPUTY COMMISSIONER, DEPARTMENT OF REAL ESTATE	VO60	8778	A	$2,871.00	$3,267.00	2
DEPUTY COMMISSIONER, DEPARTMENT OF REAL ESTATE	VO60	8778	B	$3,345.00	$3,839.00	2
DEPUTY COMMISSIONER, DEPARTMENT OF REAL ESTATE	VO60	8778	C	$3,735.00	$4,502.00	2
DEPUTY COMMISSIONER, DEPARTMENT OF REAL ESTATE	VO60	8778	D	$4,103.00	$4,940.00	2
DEPUTY STATE FIRE MARSHAL	VY91	9086	A	$4,001.00	$4,395.00	2
DEPUTY STATE FIRE MARSHAL	VY91	9086	B	$4,195.00	$5,054.00	2
DEPUTY STATE FIRE MARSHALL III (SPECIALIST)	VY72	9013	A	$5,054.00	$6,104.00	2
DISTRICT REPRESENTATIVE APPRENTICE, HOUSING AND COMMUNITY DEVELOPMENT	VX94	9022	A	$2,893.00	$2,893.00	2
DISTRICT REPRESENTATIVE APPRENTICE, HOUSING AND COMMUNITY DEVELOPMENT	VX94	9022	B	$3,016.00	$3,016.00	2
DISTRICT REPRESENTATIVE APPRENTICE, HOUSING AND COMMUNITY DEVELOPMENT	VX94	9022	C	$3,144.00	$3,144.00	2
DISTRICT REPRESENTATIVE APPRENTICE, HOUSING AND COMMUNITY DEVELOPMENT	VX94	9022	D	$3,295.00	$3,295.00	2
DISTRICT REPRESENTATIVE I,DIVISION OF CODES AND STANDARDS	VX92	8960		$4,195.00	$5,054.00	2
DISTRICT REPRESENTATIVE II, DIVISION OF CODES AND STANDARDS	VX90	8958		$4,606.00	$5,554.00	2
EMERGENCY MANAGEMENT COORDINATOR/INSTRUCTOR I, OFFICE OF EMERGENCY SERVICES	UH70	2880		$4,826.00	$5,822.00	E
EMERGENCY MANAGEMENT COORDINATOR/INSTRUCTOR II, OFFICE OF EMERGENCY SERVICES	UH60	2881		$5,299.00	$6,398.00	E
EMERGENCY NOTIFICATION CONTROLLER, OFFICE OF EMERGENCY SERVICES	UD60	8116		$3,545.00	$4,263.00	2
EMERGENCY SERVICES COORDINATOR, OFFICE OF EMERGENCY SERVICES	UA30	4926	A	$3,625.00	$4,370.00	2
EMERGENCY SERVICES COORDINATOR, OFFICE OF EMERGENCY SERVICES	UA30	4926	B	$4,370.00	$5,274.00	2
EMERGENCY SERVICES PROJECT SPECIALIST I -VARIOUS PROJECTS-	UH30	8205		$4,172.00	$5,027.00	2
EMERGENCY SERVICES PROJECT SPECIALIST II -VARIOUS PROJECTS-	UH20	8206		$4,581.00	$5,522.00	2
EMERGENCY SERVICES PROJECT SPECIALIST III -VARIOUS PROJECTS-	UH10	8207		$4,909.00	$5,925.00	2
ENFORCEMENT REPRESENTATIVE I, CONTRACTORS STATE LICENSE BOARD	VS90	8793	A	$3,625.00	$4,370.00	2
ENFORCEMENT REPRESENTATIVE I, CONTRACTORS STATE LICENSE BOARD	VS90	8793	B	$3,980.00	$4,798.00	2
ENFORCEMENT REPRESENTATIVE II, CONTRACTORS STATE LICENSE BOARD	VS89	8795		$4,373.00	$5,280.00	2
EXAMINER IN BARBERING	VU90	8828		$3,311.00	$3,980.00	2
EXAMINER IN ELECTROLOGY	VU70	8819		$3,311.00	$3,980.00	2
FIELD REPRESENTATIVE BOARD OF FUNERAL DIRECTORS AND EMBALMERS	VU40	8886		$3,803.00	$4,581.00	2
FIELD REPRESENTATIVE, BUREAU OF ELECTRONIC AND APPLIANCE REPAIR	VU30	8836		$4,103.00	$4,940.00	2
FIELD REPRESENTATIVE, DEPARTMENT OF JUSTICE	VD61	8519		$4,370.00	$5,274.00	2
FIRE FIGHTER	VZ30	8979		$3,046.00	$3,660.00	2

Class Title	SCHEM CD	CLASS CD	ALT RG	MIN SAL	MAX SAL	WWG
FIRE SERVICE TRAINING SPECIALIST	VE85	9087	A	$4,001.00	$4,395.00	2
FIRE SERVICE TRAINING SPECIALIST	VE85	9087	B	$4,195.00	$5,054.00	2
FIRE SERVICE TRAINING SPECIALIST III	VZ70	9090		$5,054.00	$6,104.00	2
FIREFIGHTER/SECURITY OFFICER	VZ35	8990		$3,260.00	$3,916.00	2
FISH AND GAME LIEUTENANT (SPECIALIST)	VB80	8005		$4,540.00	$5,450.00	2
FISH AND GAME WARDEN	VB90	8421	A	$3,410.00	$4,068.00	2
FISH AND GAME WARDEN	VB90	8421	B	$4,068.00	$4,885.00	2
FISH AND GAME WARDEN CADET	VB94	8486		$3,111.00	$3,704.00	2
FLUID MILK TESTING COORDINATOR	AY25	0418		$4,103.00	$4,940.00	2
FOOD AND DRUG INVESTIGATOR	VX20	1589	A	$3,594.00	$4,127.00	2
FOOD AND DRUG INVESTIGATOR	VX20	1589	B	$4,103.00	$4,940.00	2
FOOD AND DRUG PROGRAM SPECIALIST	VW60	9028		$5,299.00	$6,398.00	E
FRAUD INVESTIGATOR, DEPARTMENT OF HEALTH SERVICES	VJ94	8064	A	$3,594.00	$4,127.00	2
FRAUD INVESTIGATOR, DEPARTMENT OF HEALTH SERVICES	VJ94	8064	B	$4,103.00	$4,940.00	2
FRAUD INVESTIGATOR, DEPARTMENT OF HEALTH SERVICES	VJ94	8064	C	$4,502.00	$5,433.00	2
FRAUD INVESTIGATOR, DEPARTMENT OF INSURANCE	VL95	7539	A	$3,594.00	$4,127.00	2
FRAUD INVESTIGATOR, DEPARTMENT OF INSURANCE	VL95	7539	B	$4,103.00	$4,940.00	2
FRAUD INVESTIGATOR, DEPARTMENT OF INSURANCE	VL95	7539	C	$4,502.00	$5,433.00	2
HOSPITAL POLICE OFFICER	VC48	1937		$3,182.00	$3,824.00	2
INSPECTOR I DEPARTMENT OF CONSUMER AFFAIRS	VW10	8834		$2,782.00	$3,311.00	2
INSPECTOR II DEPARTMENT OF CONSUMER AFFAIRS	VV90	8833		$3,161.00	$3,803.00	2
INSPECTOR, DEPARTMENT OF MOTOR VEHICLES	VW15	8829	A	$2,782.00	$3,311.00	2
INSPECTOR, DEPARTMENT OF MOTOR VEHICLES	VW15	8829	B	$3,161.00	$3,803.00	2
INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	VJ50	8564	A	$3,099.00	$3,729.00	2
INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	VJ50	8564	B	$3,397.00	$4,092.00	2
INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	VJ50	8564	C	$4,092.00	$4,935.00	2
INSURANCE INVESTIGATOR	VJ67	8575	A	$2,871.00	$3,267.00	2
INSURANCE INVESTIGATOR	VJ67	8575	B	$3,735.00	$4,502.00	2
INSURANCE INVESTIGATOR	VJ67	8575	C	$4,103.00	$4,940.00	2
INVESTIGATION SPECIALIST I, FRANCHISE TAX BOARD	JI79	8593	A	$4,395.00	$5,299.00	2
INVESTIGATION SPECIALIST I, FRANCHISE TAX BOARD	JI79	8593	B	$4,826.00	$5,822.00	2
INVESTIGATION SPECIALIST II (TECHNICAL), FRANCHISE TAX BOARD	JI75	8591		$5,299.00	$6,398.00	E
INVESTIGATOR ASSISTANT	VJ25	8554		$2,751.00	$3,127.00	2
INVESTIGATOR I, ALCOHOLIC BEVERAGE CONTROL	VP82	7554	A	$3,594.00	$4,127.00	2
INVESTIGATOR I, ALCOHOLIC BEVERAGE CONTROL	VP82	7554	B	$4,103.00	$4,940.00	2
INVESTIGATOR I, FAIR POLITICAL PRACTICES COMMISSION	VK30	8763		$3,735.00	$4,502.00	2
INVESTIGATOR II, ALCOHOLIC BEVERAGE CONTROL	VP81	7555		$4,502.00	$5,433.00	2
INVESTIGATOR II, FAIR POLITICAL PRACTICES COMMISSION	VK20	8764		$4,103.00	$4,940.00	2
INVESTIGATOR III (SPECIALIST), FAIR POLITICAL PRACTICES COMMISSION	VK60	8761		$4,502.00	$5,433.00	2
INVESTIGATOR TRAINEE, ALCOHOLIC BEVERAGE CONTROL	VP83	7553		$2,751.00	$3,127.00	2

Class Title	SCHEM CD	CLASS CD	ALT RG	MIN SAL	MAX SAL	WWG
INVESTIGATOR, DEPARTMENT OF CONSUMER AFFAIRS	VI95	8594	A	$3,345.00	$3,839.00	2
INVESTIGATOR, DEPARTMENT OF CONSUMER AFFAIRS	VI95	8594	B	$3,735.00	$4,502.00	2
INVESTIGATOR, DEPARTMENT OF CONSUMER AFFAIRS	VI95	8594	C	$4,103.00	$4,940.00	2
INVESTIGATOR, DEPARTMENT OF MOTOR VEHICLES	VI20	8538	A	$3,594.00	$4,127.00	2
INVESTIGATOR, DEPARTMENT OF MOTOR VEHICLES	VI20	8538	B	$4,103.00	$4,940.00	2
INVESTIGATOR, DEPARTMENT OF MOTOR VEHICLES	VI20	8538	C	$4,502.00	$5,433.00	2
LABOR STANDARDS INVESTIGATOR	WQ21	9506		$4,263.00	$5,146.00	2
LATENT PRINT ANALYST I	VF33	8460		$4,101.00	$4,954.00	2
LATENT PRINT ANALYST II	VF32	8472		$4,954.00	$5,972.00	2
LICENSING REPRESENTATIVE I, ALCOHOL BEVERAGE CONTROL	KC55	3063		$3,041.00	$3,697.00	2
LICENSING REPRESENTATIVE II, ALCOHOLIC BEVERAGE CONTROL	KC53	3065	A	$3,735.00	$4,502.00	2
LICENSING REPRESENTATIVE II, ALCOHOLIC BEVERAGE CONTROL	KC53	3065	B	$4,103.00	$4,940.00	2
LICENSING-REGISTRATION EXAMINER, DEPARTMENT OF MOTOR VEHICLES	VS50	8758		$2,916.00	$3,470.00	2
LIFEGUARD	BS40	0992	A	$3,185.00	$3,791.00	2
LIFEGUARD	BS40	0992	B	$3,791.00	$4,558.00	2
LIFEGUARD I (SEASONAL)	BS50	0993		$13.44	$14.50	2
LIFEGUARD II (SEASONAL)	BS35	0990		$15.51	$16.91	2
LITIGATION SPECIALIST I, CALTRANS	WR26	6328	A	$3,004.00	$3,406.00	2
LITIGATION SPECIALIST I, CALTRANS	WR26	6328	B	$3,715.00	$4,467.00	2
LITIGATION SPECIALIST II, CALTRANS	WR27	6329		$4,255.00	$5,134.00	2
LIVESTOCK INSPECTOR	AT85	0823	A	$2,866.00	$3,411.00	2
LIVESTOCK INSPECTOR	AT85	0823	B	$3,260.00	$3,916.00	2
LOTTERY AGENT	VJ57	8602		$4,308.00	$5,188.00	2
MARINE SAFETY INSPECTOR	VW20	8880		$3,980.00	$4,798.00	2
MARINE SAFETY SPECIALIST I	VW25	8889		$4,581.00	$5,522.00	2
MARINE SAFETY SPECIALIST II	VW26	8893		$4,810.00	$5,798.00	2
MEASUREMENT STANDARDS SPECIALIST I	AJ70	0108		$2,888.00	$3,458.00	2
MEASUREMENT STANDARDS SPECIALIST II	AJ60	0107		$3,304.00	$3,968.00	2
MOTOR CARRIER SPECIALIST I, CALIFORNIA HIGHWAY PATROL	IH80	3930		$3,709.00	$4,470.00	2
MUSEUM SECURITY OFFICER	VC90	1992		$2,866.00	$3,411.00	2
OIL SPILL PREVENTION ASSISTANT	VW36	7850		$3,980.00	$4,798.00	2
OIL SPILL PREVENTION SPECIALIST	VW37	7851		$4,581.00	$5,522.00	2
PEACE OFFICER I, DEVELOPMENTAL CENTER	VC50	1954		$3,182.00	$3,824.00	2
PHOTO-ELECTRONICS SPECIALIST DEPARTMENT OF JUSTICE	QQ30	6919		$4,490.00	$5,164.00	2
PIPELINE SAFETY ENGINEER	VY61	2278	A	$3,621.00	$3,992.00	2
PIPELINE SAFETY ENGINEER	VY61	2278	B	$3,803.00	$4,581.00	2
PIPELINE SAFETY ENGINEER	VY61	2278	C	$4,581.00	$5,522.00	2
POLYGRAPH EXAMINER	VF34	8459		$4,909.00	$5,925.00	2
POOL LIFEGUARD	BS45	0995		$2,405.00	$2,841.00	2
POOL LIFEGUARD -SEASONAL-	BS49	0994		$10.39	$12.00	2

Class Title	SCHEM CD	CLASS CD	ALT RG	MIN SAL	MAX SAL	WWG
PROGRAM REPRESENTATIVE I, DEPARTMENT OF CONSUMER AFFAIRS	VU35	6840		$4,308.00	$5,187.00	2
PROGRAM REPRESENTATIVE II (SPECIALIST), DEPARTMENT OF CONSUMER AFFAIRS	VU36	6823		$4,728.00	$5,704.00	2
PROGRAM REPRESENTATIVE III (SPECIALIST), DEPARTMENT OF CONSUMER AFFAIRS	VU38	7913		$5,187.00	$6,260.00	2
PUBLIC SAFETY DISPATCHER I, CALIFORNIA HIGHWAY PATROL	CR75	1664		$2,832.00	$3,442.00	2
PUBLIC SAFETY DISPATCHER II, CALIFORNIA HIGHWAY PATROL	CR70	1663		$3,205.00	$3,894.00	2
QUANTITY CONTROL SPECIALIST I	AK65	0632	A	$3,099.00	$3,729.00	2
QUANTITY CONTROL SPECIALIST I	AK65	0632	B	$3,561.00	$4,287.00	2
QUANTITY CONTROL SPECIALIST II	AK60	0128		$4,092.00	$4,935.00	2
QUESTIONED DOCUMENT EXAMINER I	VF35	8474	A	$3,174.00	$3,856.00	2
QUESTIONED DOCUMENT EXAMINER I	VF35	8474	B	$4,180.00	$5,043.00	2
QUESTIONED DOCUMENT EXAMINER II	VF40	8475		$5,284.00	$6,376.00	2
REGIONAL COORDINATOR, WESTERN STATES INFORMATION NETWORK	KC40	5505		$4,255.00	$5,134.00	2
SCHOOL PUPIL TRANSPORTATION SAFETY COORDINATOR	VQ05	8679		$3,388.00	$4,073.00	2
SECURITY OFFICER I, DEPARTMENT OF JUSTICE	VC72	1960		$2,906.00	$3,471.00	2
SENIOR BRAND INSPECTOR	AP30	4429		$3,260.00	$3,916.00	2
SENIOR CRIMINALIST	VF20	8478		$5,279.00	$6,534.00	2
SENIOR DEPUTY COMMISSIONER, DEPARTMENT OF REAL ESTATE	VO45	8774		$4,502.00	$5,433.00	2
SENIOR EMERGENCY SERVICES COORDINATOR, OFFICE OF EMERGENCY SERVICES	UA60	8085		$4,798.00	$5,790.00	2
SENIOR FOOD AND DRUG INVESTIGATOR	VW80	9039		$4,502.00	$5,433.00	2
SENIOR INSURANCE COMPLIANCE OFFICER (SPECIALIST), DEPARTMENT OF INSURANCE	VJ36	8607		$4,945.00	$5,967.00	2
SENIOR INVESTIGATOR, DEPARTMENT OF CONSUMER AFFAIRS	VI96	8595		$4,502.00	$5,433.00	2
SENIOR LIVESTOCK INSPECTOR (SPECIALIST)	AT94	0825		$3,625.00	$4,370.00	2
SENIOR PHOTO-ELECTRONICS SPECIALIST DEPARTMENT OF JUSTICE	QQ35	6921		$4,930.00	$5,942.00	E
SENIOR SPECIAL INVESTIGATOR	VI90	8550		$4,502.00	$5,433.00	2
SENIOR SPECIAL INVESTIGATOR, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	VI92	8558		$4,502.00	$5,433.00	2
SERGEANT, STATE FAIR POLICE	VC62	1946		$3,656.00	$4,405.00	2
SPECIAL AGENT SUPERVISOR, DEPARTMENT OF JUSTICE	VG45	8524		$5,643.00	$6,986.00	2
SPECIAL AGENT TRAINEE, DEPARTMENT OF JUSTICE	VG15	8514		$3,048.00	$3,620.00	2
SPECIAL AGENT, DEPARTMENT OF JUSTICE	VG25	8482	A	$3,562.00	$4,190.00	2
SPECIAL AGENT, DEPARTMENT OF JUSTICE	VG25	8482	B	$4,261.00	$5,269.00	2
SPECIAL AGENT, DEPARTMENT OF JUSTICE	VG25	8482	C	$5,140.00	$6,356.00	2
SPECIAL INVESTIGATOR I	VJ11	8553	A	$3,594.00	$4,127.00	2
SPECIAL INVESTIGATOR I	VJ11	8553	B	$4,103.00	$4,940.00	2
SPECIAL INVESTIGATOR I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	VJ12	8557	A	$3,594.00	$4,127.00	2
SPECIAL INVESTIGATOR I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	VJ12	8557	B	$4,103.00	$4,940.00	2
STATE FAIR POLICE OFFICER	VC64	1945		$3,497.00	$4,016.00	2
STATE FAIR POLICE OFFICER (SEASONAL)	VC66	1949		$3,282.00	$3,765.00	2

Class Title	SCHEM CD	CLASS CD	ALT RG	MIN SAL	MAX SAL	WWG
STATE FIRE MARSHAL TRAINEE	VY87	8980		$3,668.00	$4,020.00	2
STATE PARK CADET (LIFEGUARD)	BS42	1916		$3,058.00	$3,625.00	2
STATE PARK RANGER	BR70	0983	A	$3,185.00	$3,791.00	2
STATE PARK RANGER	BR70	0983	B	$3,791.00	$4,558.00	2
STATE PARK RANGER CADET	BR78	1915		$3,058.00	$3,625.00	2
STATE PARK RANGER -INTERMITTENT-	BR72	0984		$15.84	$18.01	2
STRUCTURAL PEST CONTROL BOARD SPECIALIST	VV80	8831		$3,467.00	$4,172.00	2
SUPERVISING MUSEUM SECURITY OFFICER	VC85	1988	A	$3,112.00	$3,735.00	2
WARDEN-PILOT DEPARTMENT OF FISH AND GAME	VB40	8410		$5,028.00	$6,045.00	2

SIGNATURE PAGE

Bargaining Unit 7

California Union of Safety Employees, Protective Services and Public Safety

07/01/05 through 06/30/08

State of California

Kristine Rodrigues
DPA and Chief Negotiator for
Management

Don Pressley
Department of Justice

Dee Dee Teel
California Highway Patrol

Margie Popoff
Department of Parks and Recreation

Karen Wroten
Department of Fish and Game

CAUSE

Alan Wayne Barcelona, President
CAUSE Statewide Law Enforcement
Association

Kasey Christopher Clark,
Chief Legal Counsel
CAUSE Statewide Law Enforcement
Association