**Agreement**

**between**

**State of California**

**and**

**Service Employees International Union (SEIU) – Local 1000**

**covering**

# BARGAINING UNIT 15
# ALLIED SERVICES

**Effective**

**July 1, 2010 through July 1, 2013**

**BARGAINING UNIT 15**
**ALLIED SERVICES**

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## PREAMBLE

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

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

## ARTICLE 1 – RECOGNITION

A. Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-15, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Allied Services Bargaining Unit, hereinafter referred to as Unit 15. Unit 15 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 15 shall be incorporated in the contract.

B. Pursuant to Government Code Sections 19815.4 and 3517, the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union, Local 1000 (Union of California State Workers) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this article.

# ARTICLE 2 – UNION REPRESENTATION RIGHTS

## 2.1 Union Representatives

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

   1. The enforcement of this Contract;
   2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
   3. Informal settlement conferences or formal hearings conducted by the PERB;
   4. Matters scheduled for hearing by the Victim Compensation and Government Claims Board;
   5. Matters pending before the State Personnel Board (SPB);
   6. AWOLs and appeals to set aside resignations;
   7. Discussions with management regarding denials of reasonable accommodation;
   8. The DPA statutory appeal hearings.

B. A written list of Union stewards~~,~~ and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA step of the grievance procedure.

D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union leave.

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

## 2.2 Access

A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1 (A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

## 2.3 Use of State Equipment

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

B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in Section 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.

C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.

D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

## 2.4 Distribution of Union Information

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.

C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.

E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.

F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

## 2.5 Use of State Facilities

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

## 2.6 Steward Time Off

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

## 2.7 Employee Time Off

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

## 2.8 Union Steward Protection

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

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

### 2.9 Union Information Packets

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

### 2.10 Orientation

A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union.

B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.

C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

### 2.11 Bargaining Unit Negotiating Committee Member Time Off

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

## ARTICLE 3 – UNION SECURITY

### 3.1 Union Security

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

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.

2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising therefrom.

3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.

4. No provisions of this section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.

5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.

## 3.2 Release of Home Addresses: Non Law Enforcement Employees

A. Home Addresses - Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.

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

B. Home Address Withholding

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

C. Home Address Withhold Notification to Employees

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

D. Release and Use of Addresses

The State Controller's Office (SCO) shall send the Union a list of all Bargaining Unit 15 employees who, pursuant to subsection C. above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

## ARTICLE 4 – STATE'S RIGHTS

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

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

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

## ARTICLE 5 – GENERAL PROVISIONS

### 5.1 No Strike

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

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

### 5.2 No Lockout

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

### 5.3 Individual Agreements Prohibited

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

## 5.4 Savings Clause

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

## 5.5 Reprisals

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

## 5.6 Supersession

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

A. Government Code Sections

1. General

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

2. Step Increases

| | |
|---|---|
| 19829 | Requires DPA to establish minimum and maximum salaries with intermediate steps. |
| 19832 | Establishes annual MSAs for employees who meet standards of efficiency. |
| 19834 | Requires MSA payments to qualifying employees when funds are available. |
| 19835 | Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds. |

| | | |
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| | 19836 | Provides for hiring at above the minimum salary limit in specified instances. |
| | 19837 | Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates) |
| 3. | Holidays | |
| | 19853 | Establishes holidays |
| | 19854 | Adds Personal Holiday |
| 4. | Vacation | |
| | 19856 | Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another. |
| | 19856.1 | Allows DPA to establish rules for vacation accrual for absences of ten days or less. |
| | 19858.1 | Establishes vacation earning rate. |
| | 19863 | Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck. |
| | 19991.4 | Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation. |
| 5. | Sick Leave | |
| | 19859 | Defines amount earned and methods of accrual for full-time and part-time employees. |
| | 19861 | Allows DPA to establish rules for sick leave accrual for absences of ten days or less. |
| | 19862 | Allows for accumulation of sick leave. |
| | 19863 | Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck. |
| | 19863.1 | Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used. |
| | 19864 | Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay. |
| | 19866 | Allows rules to allow sick leave accumulation for non-civil service employees. |
| | 19991.4 | Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave. |
| 6. | Uniforms, Work Clothes, and Safety Equipment | |
| | 19850 | Definition |

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

7. Industrial Disability Leave (IDL)

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

8. Non-Industrial Disability Insurance (NDI)

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

| | | |
|---|---|---|
| | 19885 | Authorizes DPA to establish rules governing NDI. |
| 9. | Life Insurance | |
| | 21600 | Establishes group term life insurance benefits. |
| | 21604 | Provides for Death Benefit from PERS. |
| | 21605 | Sets Death Benefit at $5,000 plus 50 percent of one year's salary. |
| 10. | Health Insurance | |
| | 22808 | Provides for continuation of health plan coverage during leave of absence without pay. |
| | 22870 | Provides for employee and employer contribution. |
| | 22871 | Sets employer contribution. |
| 11. | Workweek | |
| | 19843 | Establishes Work Week Groups. |
| | 19851 | Sets 40-hour workweek and eight-hour day. |
| 12. | Overtime | |
| | 19844 | Directs DPA to establish rules regarding cash compensation time off. |
| | 19848 | Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked. |
| | 19849 | Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them. |
| | 19863 | Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck. |
| 13. | Deferred Compensation | |
| | 19993 | Allows employees to deduct a portion of their salary to participate in a deferred compensation plan. |
| 14. | Relocation Expenses | |
| | 19841 | Provides relocation expenses for involuntary transfer or promotion requiring a change in residence. |
| 15. | Travel Expenses | |
| | 19820 | Provides reimbursement of travel expenses for officers and employees of the State on State business. |
| | 19822 | Provides reimbursement to State for housing, maintenance, and other services provided to employees. |
| 16. | Leaves of Absence | |

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

17. Performance Reports

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

18. Involuntary Transfers

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

19. Demotion and Layoff

| | |
|---|---|
| 19997.2 | Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others. |
| 19997.3 | Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff. |
| 19997.8 | Allows demotion in lieu of layoff. |
| 19997.9 | Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted. |
| 19997.10 | An employee displaced by an employee with return rights may demote in lieu of layoff. |

| | |
|---|---|
| 19997.11 | Establishes reemployment lists for laid-off or demoted employees. |
| 19997.12 | Guarantees same step of salary range upon recertification after layoff or demotion. |
| 19997.13 | Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed. |
| 19998 | Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service. |
| 19998.1 | State restriction on appointments. |

20. Incompatible Activities

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

21. Training

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

## 5.7 Non-Discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal Law.

B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC). The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

## 5.8 Sexual Harassment

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

B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

## 5.9 Joint Labor Management Committee on Discrimination (JLMCD)

A. Upon the request of the State Personnel Board (SPB), the JLMCD will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB, relating to maintaining a discrimination-free State workplace.

B. The committee will consist of five (5) Union representatives who will represent SEIU, Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.

C. If a meeting is convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the term of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

## 5.10 Labor/Management Committees

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

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

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

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

## 5.11 Dignity Clause

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

## 5.12 Upward Mobility Program

Each department shall establish and maintain an upward mobility program consistent with SPB Regulations. At the request of the union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

## 5.14 Joint Labor/Management Committee – Model Policy

A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Personnel Administration (DPA) agree to establish a joint Labor/Management Committee (Committee) to develop a 4/10/40 work week policy.

B. The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the DPA. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the DPA. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.

C. The model policy recommendation shall be completed and in writing before the expiration of the contract. DPA shall encourage departments to use the mutually agreed upon policy and make it available to all departments.

D. The State agrees that the Union representatives shall participate on the Committee without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

### *5.15 and 5.16 Intentionally Excluded*

### 5.17 Joint Labor/Management Committee – State Human Resources Modernization Project

The Union and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations to the Union and the State concerning the Human Resources Modernization Project (Project) and its potential impact on employees.

Topics of discussion may include:

- Workforce Planning
- Classification
- Compensation
- Recruitment/Selection
- Performance Management

The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the State. Each party shall select an individual to serve as co-chair. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda and shall commence meeting as soon as possible after ratification of this Contract, and shall meet at least monthly thereafter.

Employees shall suffer no loss in compensation for serving on the Committee.

It is not the intent of this section to limit the ability of the State and the Union to otherwise address particular issues concerning areas generally falling within this section.

This Section is subject to and does not supersede the provisions of Articles 14.1 Classification Changes and 24.1 Entire Agreement.

## ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES

### 6.1 Purpose

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

B. The purposes of this procedure are:

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

## 6.2 Definitions

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

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

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

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

E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

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

## 6.3 Time Limits

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

## 6.4 Waiver of Steps

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

## 6.5 Presentation

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

## 6.6 Informal Discussion

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

## 6.7 Formal Grievance – Step 1

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.

B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought and may request a grievance conference. Upon request, the parties shall meet within ten (10) days of receiving such a request to discuss settlement of the grievance. Unless otherwise agreed, the timelines set forth in Article 6 shall not be changed as a result of the scheduling of such meeting. The grievant(s) and steward(s) shall attend without loss of compensation.

C. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters by the department head or designee.

D. No Contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

### 6.8 Formal Grievance – Step 2

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

B. Within thirty (30) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the SEIU, Local 1000, Headquarters, Sacramento, CA 95814.

### 6.9 Formal Grievance – Step 3

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

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

### 6.10 Response

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

### 6.11 Formal Grievance – Step 4

A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.

B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators.

   Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.

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

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

### 6.12 Grievance Review

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

### 6.13 AWOL Hearing Back Pay

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

### 6.14 Mini-Arbitration Procedure

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

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least four (4) times during the pilot period.

B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.

C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.

2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.

3. Only the grievant, his/her Union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.

4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.

5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.

6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.

7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.

D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

## ARTICLE 7 - HOLIDAYS

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

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

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

   The holidays are observed on the actual day they occur with the following exceptions:

   1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
   2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
   3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.

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

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.

E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

F. An employee shall accrue 8 hours of holiday credit when an observed premium or regular holiday falls on an employee's regularly scheduled day off and the employee is excused from work.

G. When a full-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive eight hours of holiday credit and one and one-half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas.

When a full-time employee in Work Week Group 2 is required to work on regular holiday, the employee shall receive eight hours of holiday credit and their regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

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

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

J. When a part-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive a pro-rated amount of holiday credit as specified in the chart below and one and one half (1 ½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas.

When a part-time employee in Work Week Group 2 is required to work on regular holiday, the employee shall receive a pro-rated amount of holiday credit as specified in the chart below and their regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

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

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

L. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid in accordance with the provisions of section 19.2.

M. Employees shall receive compensation for holidays in accordance with the following:

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

| TIME BASE | HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP | | | | | | | | | HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT |
|---|---|---|---|---|---|---|---|---|---|---|
| | 7 | 10 | 11 | 12 | 13 | 14 | 16 | 17 | 18 | SL/HOL 8 |
| 9/10 | 6.30 | 9.00 | 9.90 | 10.80 | 11.70 | 12.60 | 14.40 | 15.30 | 16.20 | 7.20 |
| 7/10 | 4.90 | 7.00 | 7.70 | 8.40 | 9.10 | 9.80 | 11.20 | 11.90 | 12.60 | 5.60 |
| 3/10 | 2.10 | 3.00 | 3.30 | 3.60 | 3.90 | 4.20 | 4.80 | 5.10 | 5.40 | 2.40 |
| 1/10 | 0.70 | 1.00 | 1.10 | 1.20 | 1.30 | 1.40 | 1.60 | 1.70 | 1.80 | 0.80 |
| 7/8 | 6.13 | 8.75 | 9.63 | 10.50 | 11.38 | 12.25 | 14.00 | 14.88 | 15.75 | 7.00 |
| 3/4 | 5.25 | 7.50 | 8.25 | 9.00 | 9.75 | 10.50 | 12.00 | 12.75 | 13.50 | 6.00 |
| 5/8 | 4.38 | 6.25 | 6.88 | 7.35 | 8.13 | 8.75 | 10.00 | 10.63 | 11.25 | 5.00 |
| 1/2 | 3.50 | 5.00 | 5.50 | 6.00 | 6.50 | 7.00 | 8.00 | 8.50 | 9.00 | 4.00 |
| 3/8 | 2.63 | 3.75 | 4.13 | 4.50 | 4.88 | 5.25 | 6.00 | 6.38 | 6.75 | 3.00 |
| 1/4 | 1.75 | 2.50 | 2.75 | 3.00 | 3.25 | 3.50 | 4.00 | 4.25 | 4.50 | 2.00 |
| 1/8 | 0.88 | 1.25 | 1.38 | 1.50 | 1.63 | 1.75 | 2.00 | 2.13 | 2.25 | 1.00 |
| 4/5 | 5.60 | 8.00 | 8.80 | 9.60 | 10.40 | 11.20 | 12.80 | 13.60 | 14.40 | 6.40 |
| 3/5 | 4.20 | 6.00 | 6.60 | 7.20 | 7.80 | 8.40 | 9.60 | 10.20 | 10.80 | 4.80 |
| 2/5 | 2.80 | 4.00 | 4.40 | 4.80 | 5.20 | 5.60 | 6.40 | 6.80 | 7.20 | 3.20 |
| 1/5 | 1.40 | 2.00 | 2.20 | 2.40 | 2.60 | 2.80 | 3.20 | 3.40 | 3.60 | 1.60 |

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

N. Holiday Credit may be requested and taken in fifteen (15) minute increments.

O. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

P. Upon termination from State employment, an employee shall be paid for unused holiday credit.

Q. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

# ARTICLE 8 – LEAVES

## 8.1 Vacation/Annual Leave

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

| | |
|---|---|
| 7 months to 3 years | 7 hours per month |
| 37 months to 10 years | 10 hours per month |
| 121 months to 15 years | 12 hours per month |
| 181 months to 20 years | 13 hours per month |
| 241 months and over | 14 hours per month |

B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

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

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

D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.

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

F. Part-time and hourly employees shall accrue proportional vacation/annual leave credits, in accordance with the chart shown in section 7 L of this Contract.

G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

H. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.

I. Workweek Group 2 employees may take vacation/annual leave credits in fifteen (15) minute increments.

J. Workweek Group 2 employees are authorized to use existing fractional vacation/annual leave hours that may have been accumulated.

K. Subject to operational needs, the time when vacation/annual leave shall be taken by the employee shall not be unreasonably denied. Employee vacation/annual leave requests shall be submitted and granted or denied in writing in a timely manner. Vacations/annual leave can only be cancelled when unanticipated operational needs require it.

L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation/annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation/annual leave period in order of seniority (defined as total months of State service in the same manner as vacation/annual leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/annual leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

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

N. By June 1 of each calendar year those employees whose vacation/annual leave balance exceeds, or could exceed by December 31, the vacation/annual leave cap of subsection M must submit to their supervisor for approval a plan to use vacation/annual leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation/annual leave to reduce the employee's vacation/annual leave balance or potential balance on December 31 below the cap specified in subsection M.

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

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

## 8.2 Sick Leave

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

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

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

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

   4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On

the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

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

1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in section 7 L.

2. Multiple positions under this rule:

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

b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.

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

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

2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.

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

G. Sick leave may be accumulated without limit.

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

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

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

K. Time during which an employee is excused from work because of Sick Leave shall not be considered as time worked for purposes of calculating overtime.

## 8.3 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

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

C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.

D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A. or B. above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base. (See schedule in article 7.)

## 8.4 Parental Leave

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

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

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

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

## 8.5 Adoption Leave

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

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

B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

## 8.6 Union Leave

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.
3. The Union leave request form shall be signed by either the SEIU, Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the DPA.
4. 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.
5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 35 percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
6. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
7. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
8. Employees on a Union leave shall suffer no loss of compensation or benefits.
9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.
10. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

B. Special Union Business Events

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

1. SEIU Local 1000 Council (Quarterly)

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

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

## 8.7 Unpaid Leave of Absence

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

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

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

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

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

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

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

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

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

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

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

1. Sick leave credits cannot be transferred;

2. The receiving employee has exhausted all leave credits;

3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;

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

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

6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

8. This section is not subject to the Grievance and Arbitration Article of the Contract.

## 8.9 Catastrophic Leave - Natural Disaster

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

A. Sick leave credits cannot be transferred;

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

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

D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation.

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

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

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

H. Donations shall be made on a form supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

## 8.10 Release Time for State Civil Service Examinations

A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee’s normal work schedule.

B. Authorized release time for reasonable travel time to and from the examination site shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.

C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.

D. Costs associated with travel will not be paid by the State.

## 8.11 Release Time for State Personnel Board Hearings

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

1. A party to the hearing proceedings, e.g., an appellant, or

2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.

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

## 8.12 Leave Credits Upon Transfer in State Service

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

## 8.13 Court Appearance and/or Subpoenas

A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.

B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, PLP, annual leave, vacation or unpaid leave.

C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 am to 5:00 pm may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

## 8.14 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

B. Upon receiving notice or summons of jury duty, an employee shall immediately notify his/her supervisor and provide a copy of the notice or jury summons.

C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.

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

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

F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

## 8.15 Voluntary Personal Leave Program

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

A. Each full-time employee subject to paragraph B. shall be credited with eight (8) hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the Voluntary Personal Leave Program.

B. Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange, 8 hours of leave will be credited to the employee's Voluntary Personal Leave Program monthly.

C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).

D. An employee may accumulate no more than 240 hours of Voluntary Personal Leave. When an employee reaches 240 hours of Personal Leave or would exceed 240 hours of Personal Leave with further accumulation, he/she shall be removed from the Voluntary Personal Leave Program.

E. When an employee is removed from the Voluntary Personal Leave Program, he/she may not participate for a minimum of 12 months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of 120 hours.

F. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by Federal and State law.

G An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.

H. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave Program not occurred.

I. The Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.

J. The Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

K. Part-time employees shall be subject to the same conditions as Stated above, on a prorated basis.

L. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

M. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

N. Employees on SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

## 8.16 Family Medical Leave Act (FMLA)

A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.

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

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

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

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

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.

   a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with sections 8.8 and 8.2 of this Contract.

   b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.

   c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

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

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

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

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

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

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

**I.** The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing thirty (30) days to the employee.

### 8.17 Mentoring Leave (Unit 15)

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

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

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

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

E. In order to be eligible for "mentoring leave", an employee must:

   1. Have a permanent appointment;

   2. Have successfully completed their initial probationary period; and

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

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

   1. He or she is assigned to a "post" position in the CDCR; or

   2. He or she works in a level of care position in the DDS, DMH, DOA or CDVA.

G. Permanent part-time and PI employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.

H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in article 6 of this Contract.

## 8.18 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or nonschool

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

B. Family Crisis

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

## 8.19 Paid Time Off – Precinct Election Board

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

## 8.20 Blood Donation Program

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

## *8.21, 8.22 and 8.23 Intentionally Excluded*

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

A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.

B. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

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

   2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.

   3. During the above period, Management will not intervene to resolve conflicts in the vacation requests.

C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidded, as determined by management, or the employee may bid on the remaining unbid vacation time.

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

E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

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

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

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

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

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

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

H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.

I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

## 8.25 Department of Mental Health (DMH) Vacation Scheduling in Bargaining Unit 15

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

B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two (2) vacation period(s) for the upcoming calendar year as follows:

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

2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

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

C. Beginning December 1, employees may select time off on a first-come first-served basis from the remaining posted dates. If such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this Subsection, an employee may use vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this Subsection, should two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

D. Employees who successfully bid a vacation during the period mentioned in Subsection D; October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period should the coinciding vacation dates be available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose on of the following:

   1. Bid another available vacation period; or

   2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or

   3. Cancel the vacation.

   Vacations scheduled under this subsection shall be considered to be bid vacation.

E. Time off under this section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellation shall be in accordance with and in the order of the following:

   1. Volunteers;

   2. Time off requested after December 1, with the last request being the first cancelled;

   3. Bid vacation by inverse seniority.

F. Nothing in the section shall prevent the granting of time off in excess of the posting time off.

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

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

### *8.26 through 8.31 Intentionally Excluded*

### 8.32 Personal Leave Program 2010

Effective with the pay period following ratification for a total of twelve months following, affected employees will be subject to the Personal Leave Program 2010 (PLP 2010) for eight (8) hours per month. All leave earned under PLP 2010 must be used prior to June 30, 2013. PLP 2010 shall have no cash value and may not be cashed out. Employees have until June 30, 2013 to use all PLP 2010 time. Any unused PLP 2010 time shall be void after June 30, 2013.

A. Beginning the pay period following ratification, each full-time employee shall be credited with eight (8) hours of PLP 2010 on the first day of each pay period for twelve consecutive months.

B. Each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 4.62%. In exchange, eight (8) hours of leave will be credited to the employee's PLP 2010 leave balance. However, salary rates and salary ranges shall remain unchanged.

C. Employees will be given maximum discretion to use PLP 2010 subject to severe operational considerations. PLP 2010 time must be used before any other leave with the exception of furlough leave and sick leave. Employees may elect to use PLP 2010 in lieu of approved sick leave. PLP 2010 shall be requested and used by the employee in the same manner as vacation/annual leave. Subject to the above, requests for use of PLP 2010 leave must be submitted in accordance with departmental policies on vacation/annual leave. PLP 2010 leave credits shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).

D. When an employee is approved to use PLP 2010, and the approval is subsequently rescinded on two separate, consecutive occasions, the employee's third approval for PLP 2010 shall not be rescinded even for operational needs. For the purposes of this section, an approval can be a time frame of one or more consecutive days.

E. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP 2010 not occurred.

F. PLP 2010 shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.

G. PLP 2010 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.

H. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart in Article 7.

I. PLP 2010 reduction shall not affect transfer determinations between State civil service classifications.

J. PLP 2010 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period. Pursuant to the chart in Section N.

K. PLP 2010 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

L. Employees on SDI, NDI, ENDI, IDL. EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from the PLP 2010 for that month.

M. Seasonal and temporary employees are not subject to PLP 2010.

N. All Permanent Intermittent and Special School employees who are subject to the State Special Schools 10-month compensation agreement shall be subject to the pro-ration of salary and PLP 2010 credits pursuant to the chart below:

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

O. Disputes regarding the denial of the use of PLP 2010 time may be appealed through the grievance procedure. Other disputes arising from this PLP 2010 section may be appealed through the grievance procedures, except that the decision by the Department of Personnel Administration shall be final and there may be no further appeals.

P. As it relates to employees in Bargaining Unit 3, the Article shall be applied consistent with the Addenda to this Article applicable to Bargaining Unit 3 employees by CDCR-DAI, CDCR-DJJ, and CDE

## Personal Leave Program – 2010 Addendum – CDCR, DJJ (Unit 3)

Bargaining Unit 3 employees at DJJ on the 220/day Academic Calendar schedule BU3 employees will accrues 6.78 hours of PLP 2010 per month.

A. The State and the Union agree that maximum “self-direction” should be afforded to employees in consideration of their contribution to the budget crisis solution through the PLP 2010. Use of the PLP 2010 time off is subject to supervisory approval and operational needs as defined below. Supervisors must manage the school to allow the employees to use any accumulated PLP 2010 credits with maximum employee discretion, subject only to severe operational considerations. If necessary, supervisors may require up to ten (10) days notice before the use of PLP 2010 credits and may limit the number of employees who may use PLP 2010 simultaneously to 10% of staff. PLP 2010 may be granted with less than ten (10) days notice.

B. CDCR-DJJ and the Union shall agree on the Annual Academic Calendar, per Article 23.3.3 and determine “black-out” dates on which employees cannot use the PLP 2010 credits. These black-out date will include important staff development, training and annual MOAB refresher training days.

C. Due to State mandated student testing such as the CAHSEE and STAR, the department may maintain the ability to deny use of PLP 2010 on student testing days outside of the agreed upon Academic Calendar. Other examples of operational considerations which could warrant disapproval of PLP 2010 use include a WASC accreditation visit, court appointed experts (PLO, CDE) or a departmental compliance review, special programs or graduation, or when two (2) or more employees with the same classification (i.e., elementary, math) request the same PLP 2010 time off. PLP 2010 shall not be denied due to the lack of a substitute teacher.

D. In rare situations where the department may be able to close a program for a specific day, the department may direct the affected employees to take a PLP 2010 day off. This will be limited to no more than one (1) day per academic year and require a minimum of ten (10) workdays notice in advance of the date of use.

E. PLP 2010 credits may be used in blocks of up to five (5) consecutive days and may also be combined with other leave credits, consistent with applicable sections of the MOU. The expectation is that no more than ten percent (10%) of teachers (BU3) at each school, will be approved for PLP 2010 on any given day or during the same block of time. A block of time is no more than five (5) consecutive days. PLP 2010 use requested beyond five (5) days may be approved on a case-by-case basis. If approval of leave requests would exceed the ten percent (10%) limit, requests shall be approved in order of state seniority.

F. PLP 2010 credits may be used in lieu of sick leave. PLP 2010 credits may be used to satisfy a leave time deficit revealed in the reconciliation process. In accordance with Government Code 19838, an accounts receivable created at a monthly or annual reconciliation may be paid with PLP 2010 credits earned over succeeding months.

G. Normal PLP 2010 credits may be used in no less that eight (8) hour increments for employees on a 5/8/40 schedule. However any PLP 2010 balance of less than eight (8) hours may be combined with vacation, annual leave, CTO, PLP, holiday credit or other leave credits.

H. All PLP 2010 credits will expire by July 1. 2013.

## Personal Leave Program – 2010 Addendum – CDCR, OCE (Unit 3)

Bargaining Unit 3 employees at OCE on the 2201-day/176-day, 4/10/40 Academic Year schedule will accrue 6.78 hours of PLP 2010 per month.

A. The State and the Union agree that maximum "self-direction" should be afforded to employees in consideration of their contribution to the budget crisis solution through the PLP 2010. Use of PLP 2010 time off is subject to supervisory approval and operational needs as defined below. Supervisors must manage the school to allow the employees to use any accumulated PLP 2010 credits with maximum employee discretion, subject only to severe operational considerations, in which case they are only deferred. If necessary, supervisors may require up to ten (10) days notice before the use of PLP 2010 credits and may limit the number of employees who may use PLP 2010 simultaneously to 10% of staff. PLP 2010 may be granted with less than ten (10) days notice.

B. CDCR-OCE and the Union shall agree on the Annual Academic Calendars, per Article 24.1.3 and determine "black-out" dates on which employees cannot use the PLP 2010 credits. These events will include important staff development and training.

C. On rare occasions, additional black-out days may need to be identified for unforeseen operational circumstances. These black-out dates shall not apply to already approved PLP 2010. Examples of operational considerations which could warrant disapproval of PLP 2010 use include a WASC accreditation visit, a departmental compliance review, special programs or graduation. PLP 2010 shall not be denied due to the lack of a substitute teacher.

D. PLP 2010 credits may be used in blocks and may also be combined with other leave credits, consistent with applicable sections of the MOU.

E. PLP 2010 credits may be used in lieu of sick leave. PLP 2010 credits may be used to satisfy a leave time deficit revealed in the reconciliation process. In accordance with Government Code 19838, an accounts receivable created at a monthly or annual reconciliation may be paid with PLP 2010 credits earned over succeeding months.

F. Normally PLP 2010 credits may be used in no less than eight (8) hour increments for employees on a 5/8/40 or ten (10) hours increments for employees on the 4/10/40 schedule. However any PLP 2010 balance of less than eight (8) hours may be combined with vacation, annual leave, CTO, PLP, holiday credit or other leave credits.

G. All PLP 2010 credits will expire by July 1, 2013.

## Personal Leave Program – 2010 Addendum – CDE (Unit 3)

The following hours of accrual shall be applied to the Bargaining Unit 3 employees at CDE based on the following Academic Calendars:

184/day Academic Calendar schedule will accrue 5.67 hours of personal leave per month.

194/day Academic Calendar schedule will accrue 5.98 hours of personal leave per month.

209/day Academic Calendar schedule will accrue 6.44 hours of personal leave per month.

A. Use of PLP 2010 time off is subject to supervisory approval and operational needs as defined below. Request for PLP 2010 time off shall be made a minimum of ten (10) workdays in advance of the date of use. Employees shall request PLP 2010 days in the same manner as they currently request personal leave days. PLP 2010 may be granted with less than ten (10) days notice.

B. Employees shall use PLP 2010 in whole day increments. Employees can use PLP 2010 in blocks of up to five (5) days and PLP 2010 may be taken in conjunction with other leaves and non-work days. Use of PLP 2010 may be limited to five (5) days per school year. PLP 2010 may not be taken until it has been earned.

C. PLP 2010 may be used in lieu of sick leave or personal leave days.

D. CDE may have “black-out” days. These may include CAHSEE testing, WASC visitation, mandatory student testing days, graduation, IEP weeks, staff development and special programs.

E. When two (2) or more employees with the same classification (i.e. elementary, math) request the same PLP 2010 time off, approval may be limited. The number of BU 2 staff already schedule to be off may also impact this approval process. In these situations, employees with the highest seniority shall be provided preference. Once leave is approved, a more senior employee cannot bump the approved leave.

F. In rare situations where the department may be able to close a program for a specific day, the department may direct the affected employees to use PLP 2010. This will be limited to no more than one (1) day per academic year and require a minimum of ten (10) workdays notice in advance of the date of use.

## 8.33 Voluntary Personal Leave Program (VPLP) Opt Out

Upon ratification of this agreement by the parties, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program.

# ARTICLE 9 – HEALTH AND WELFARE

## 9.1 Health Benefit Plans

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

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

   1. 50% of the normal employer dependent portion of the contribution upon initial enrollment;

   2. 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and

   3. 100% of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.

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

D. Health Benefits Eligibility

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

   2. Permanent Intermittent (PI) Employees

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

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

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

## 9.2 Dental Benefit Plans

A. Contribution Amounts

1. The State agrees to continue to pay the following contributions that went into effect January 1, 2010 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.

   a. The State shall pay up to $38.90 per month for coverage of an eligible employee.

   b. The State shall pay up to $69.06 per month for coverage of an eligible employee plus one dependent.

   c. The State shall pay up to $100.50 per month for coverage of an eligible employee plus two or more dependents.

2. The employee will pay any premium amount for the dental plan in excess of the State’s contribution, except that the employee’s share of the cost shall not exceed twenty-five percent (25%) of the total premium.

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

D. Coverage During First Twenty-Four (24) Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50)-mile radius of the employee’s residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

## 9.3 Vision Benefit Plans (Excluding Unit 17)

A. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee

co-payment of ten dollars ($10) for the comprehensive annual eye examination and twenty-five dollars ($25) for materials.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

**9.4 Rural Subsidy Program**

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

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

## 9.5 Employee Assistance Program (EAP)

A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress-related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Industrial Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

## 9.6 Pre-Tax of Health and Dental Premiums Costs

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

## 9.7 Pre-Retirement Death Continuation of Benefits

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

## 9.8 Joint Union/Management Benefits Advisory Committee

A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.

B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be co-chaired by a labor and a management member.

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

D. The DPA will provide necessary staff to support the committee.

## 9.9 Presumptive Illness

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

## 9.10 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

## 9.11 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ward, or parolee.

B. An employee working in the DDS, DMH, CDVA, or in the Special Schools in the DOE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive resident, patient (individual), student, client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

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

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

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

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

## 9.12 FlexElect Program

A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

B. Employees who meet the eligibility criteria stated in subsection A above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the FlexElect Program.

C. The State shall continue its current practice on a cash option in the FlexElect Program.

D. PI employees are eligible to participate in the FlexElect Program as described in article 18 of this Contract.

## 9.13 Long-Term Care Insurance Plan

A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, and spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.

B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

## 9.14 Temporally Disabled Employee

A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.

B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.

C. Any disputes arising out of this section may only be appealed through the State Personnel Board's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

## 9.15 Industrial Disability Leave (IDL)

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.

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

E. Temporary Disability with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period.

F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.

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

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

## 9.16 Group Legal Service Plan

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

## 9.17 State Disability Insurance (SDI)

A. All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child.

   Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty six (26) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past twenty six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.

3. Employees participating in the Rural Health Care Equity Program (Article 9.4) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.

4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances to supplement their SDI benefits.

5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

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

    a. The date the disability/illness commenced;

    b. The estimated duration of the disability;

    c. A phone number where the employee can be reached;

    d. The election of leave credits usage during the first week of disability;

    e, The number of hours in a month to be charged to leave credits;

    f. Whether or not the employee is planning to file for SDI;

    g. The election to supplement leave credits with SDI benefits;

7. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation of benefits and payment.

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

C. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain their ENDI and NDI eligibility for six (6) months.

D. Once the State Controller's Office has fully implemented the 21st Century Project, the State will explore the feasibility of integration of SDI benefits. The Union will be provided with quarterly updates on the 21st Century Project. Upon request of the Union, the State will agree to meet with the Union to discuss the status of the 21st Century Project and the feasibility of integration of SDI benefits.

### *9.18 Intentionally Excluded*

### 9.19 Light/Limited Duty Assignments

A. As part of a Return-To-Work Program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.

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

   1. When the assignment is in accordance with a physician's substantiation and recommended instruction;

   2. When and where the State determines that the assignment provides needed services;

   3. When the employee can satisfactorily perform the work;

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

   5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.

C. The duration of a limited duty assignment shall be up to sixty (60) days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B (1) through (5) above.

D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.

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

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 of this Contract, but may be appealed to the SPB, the DFEH and/or the Equal Employment Opportunity Commission.

### *9.20 and 9.21 Intentionally Excluded*

### 9.22 Health Benefits Advisory Committee

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

# ARTICLE 10 – HEALTH AND SAFETY

## 10.1 Health and Safety Commitment

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

## 10.2 Health and Safety Committees

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

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees' safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.

C. Employees appointed to serve on the committee shall serve without loss of compensation.

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

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

## 10.3 Occupational Hazards

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

## 10.4 Injury and Illness Prevention Programs (IIPP)

A. Each department shall establish, implement, and maintain an IIPP. The program shall be in writing and distributed and/or made available to all employees.

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

## *10.5 Intentionally Excluded*

## 10.6 Emergency Evacuation Procedures

A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.

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

## 10.7 Protective Clothing

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.

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

## *10.8 Intentionally Excluded*

## 10.9 Safety Equipment and Safety Goggles/Glasses (Unit 15)

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

A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.

B. The State shall provide training in the use of safety equipment required in the performance of the job.

C. Employees may request additional safety equipment if they feel it may add to their overall safety.

D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

E. The State will provide Bargaining Unit 15 employees safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.

   1. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.

   2. Safety goggles provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety goggles or glasses.

F. The State shall provide Bargaining Unit 15 employees safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety-toed shoes/boots.

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

## 10.10 Medical Monitoring

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

## 10.11 Hazardous Materials

A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

B. An employee will receive training in the use of hazardous substances where the following conditions exists:

   1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;

   2. The employee is required to use/handle the substance; or

3. It is necessary to update or otherwise train an employee in its use.

## 10.12 Employee Restroom Facilities

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

## 10.13 Access to Work Areas 24 Hours

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

B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

## 10.14 Personal Alarms - CDCR

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.

B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

C. Any institution currently providing such personal alarm devices will continue to do so.

D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

## *10.15 Intentionally Excluded*

### 10.16 Alarm System: DDS and DMH (Unit 15)

A. The DDS and DMH agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.

B. The personal alarm shall be tested daily to ensure operational order.

C. DDS and DMH agree to meet with the Union upon request to discuss problems with the alarm system and necessary plans to correct these problems.

## 10.17 *Intentionally Excluded*

## 10.18 Referral of Assault/Battery

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

B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.

## 10.19 Assaultive Behavior

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

## 10.20 Professional Assaultive Response Training (BU15)

A. The State shall provide Professional Assaultive Response Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of Mental Health (DMH). Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.

B. Upon request, other Unit 15 employees in DDS and DMH will be provided Professional Assaultive Response Training when space is available and arrangements can be made to relieve them of their regular duties.

C. Such training will occur during Bargaining Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for their participation in the training.

D. The Department of Education shall provide Professional Assaultive Response Training for all Unit 15 employees whose regular employment requires routine contact with students. Professional Assaultive Response Training involves training in procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the special schools. Such training shall occur prior to the termination of the school year.

## 10.21 Workplace Violence Prevention

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

## 10.22 Computer Work Stations

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

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

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

D. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Ergonomic keyboards;
5. Foot and wrist rests;
6. Telephone headsets;
7. Ergonomic computer table and supports;
8. Wheeled carriers;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

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

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

## 10.23 Independent Medical Examinations

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

### *10.24 Intentionally Excluded*

### 10.25 Infectious Disease Control

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DMH, CDCR and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the work site, the State shall notify potentially exposed employees at the work site prior to entering affected area.

D. Infectious Disease Control Training shall include, but not be limited, to blood borne and air borne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

### 10.26 Precautions Against Exposure to Bloodborne Pathogens

A. The Department of Corrections and Rehabilitation (CDCR), Mental Health (DMH), Veterans Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.

B. CDCR, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.

C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.

E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.

F. The departments will utilize the most up to date guidelines provided for the processing of laundry.

G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.

H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.

I. CDCR, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

## 10.27 Remodeling/Renovations and Repairs

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

B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

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

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.27 (Remodeling/Renovations and Repairs).

## 10.28 Pest Control

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

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

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

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

E. “Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

## 10.29 Smoking Cessation

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

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

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

## 10.30 Health and Safety Grievances

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

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

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

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

    a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.

    b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU, Local 1000, Headquarters, Sacramento, CA 95814.

2. Health and Safety Grievance – Step 3

    a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to DPA as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected Department(s).

    b. The Director of the DPA or designee shall respond to the grievance in writing within fourteen (14) calendar days.

    c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.

    d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.

    e. Arbitration shall be in accordance with section 6.11 B of this Article unless otherwise provided.

### *10.31 and 10.32 Intentionally Excluded*

### 10.33 Laundry and Kitchen Temperatures (BU 15)

A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in kitchen and laundry work areas.

B. The State shall comply with applicable regulations regarding temperature variance in kitchen and laundry work areas. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that they are working fewer hours during the hottest parts of the day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens, shall be maintained by the State in good working condition.

## ARTICLE 11 – SALARIES

### 11.1 Salaries

A. Effective July 1, 2013, all SEIU, Local 1000 represented classifications (excluding Seasonal Clerks and CDCR BU 3 employees who work an academic calendar) shall be adjusted by increasing the maximum of the salary range by 3%. Employees at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive a 3% 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 toward 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 merit salary anniversary date (MSA).

B. Effective July 1, 2013, CDCR BU 3 employees who work an academic calendar and have been at step 6 or higher (at any range) for a maximum of 12 qualifying pay periods or have been at any step higher than 7 (at any range), shall receive a 3 percent (3%) salary increase, which shall be considered part of the employee's base pay for the purpose of retirement contributions.

*If CalPERS does not approve this salary increase, the disapproved portion shall be reopened and the parties shall meet and confer over this issue.*

C. Effective July 1, 2013, 50 cents will be added to each salary rate of the Seasonal Clerk classification.

### *11.2 Intentionally Excluded*

### 11.3 Salary Definitions

Unit 15 hereby agrees to support putting the following changes to Article 5 of the DPA regulations into effect provided all bargaining units agree to the same. As used in this article, terms are defined as follows:

A. “Salary range” is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.

B. “Step” for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., $2,300 × 1.05 = $2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., $2,415 ÷ 1.05 = $2,300).

C. “Rate” for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.

D. “Range differential” is the difference between the maximum rate of two (2)salary ranges.

E. “Substantially the same salary range” is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.

F. “Higher salary range” is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.

G. “Lower salary range” is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

## 11.4 Timely Payment of Wages

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

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;

2. When a regular paycheck is late for reasons other than 1. above (e.g., AWOL, late dock), a salary advance of no less than 50 percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit Union deductions, Union dues, etc.) are paid.

C. This provision does not apply to those employees who have direct deposit.

D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.

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

F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.

G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

### *11.5 and 11.6 Intentionally Excluded*

### 11.7 Merit Salary Adjustments (MSA)

A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable DPA rules.

B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.

C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

### 11.8 Night Shift Differential

A. Unit 15 employees who regularly work shifts shall receive a night shift differential.

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

C. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive fifty (50) cents per hour.

D. Shift differential payments are considered compensation for purposes of retirement.

E. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, SDI, IDL, and EIDL).

F. Unit 15 employees regularly assigned to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the period of paid leave.

## 11.9 Bilingual Differential Pay

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the DPA. (Time should be an average of the time spent on bilingual activities during a given fiscal year.);

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

   a. A direct public contact position;

   b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;

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

3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.

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

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

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred ($100) per pay period including holidays.

2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.

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

4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents $.58 per hour.

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

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

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

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

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

H. Work Week Group 2 employees will receive bilingual salary compensation for overtime hours worked.

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

J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and State Disability leave benefits.

K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

## 11.10 Sustained Superior Accomplishment Awards

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

## 11.11 Union-Management Committee on State Payroll System

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

## 11.12 Deferred Compensation Plans

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

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

A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401(k) plan offered through the Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401(k) plan account, 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 timing and amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., “overdefers” exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP’s governing plan document (which may at the State’s discretion be amended from time to time), and applicable Federal and State laws, rules and regulations.

F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

## *11.14 Intentionally Excluded*

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

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

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

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

B. Employees covered by this Agreement:

1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 15 Contract vacation leave provision.

2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset non-compensable absences during school recess periods. In addition, the State Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However, the minimum annual compensation (1,734 or 1,934 hours) shall be reduced by the time utilized.

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

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

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

D. The State Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Agreement are met.

E. During school recess periods, the State Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this section shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.

F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.

G. The State Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, CTO, personal holiday or holiday credit in July and a minimum of two (2) days of work, training, vacation, or CTO in August.

### *11.16 Intentionally Excluded*

### 11.17 Recruitment and Retention Differentials

A. Upon approval by the DPA, a department may provide a monthly recruitment and retention differential to employees.

B. This differential may be authorized for specific classifications in specific geographic locations or facilities.

C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the DPA.

D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.

E. The amount and location of such differentials is neither grievable nor arbitrable.

### *11.18 and 11.19 Intentionally Excluded*

### 11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons

A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars ($2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

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

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

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.

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

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

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

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand four hundred dollars ($2,400).

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

### *11.21 Intentionally Excluded*

### 11.22 Institutional Worker Supervision Pay Differential

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

B. Effective January 1, 2002, the pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.

C. The pay differential shall be pro rated for less than full-time employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump-sum vacation, sick and extra leave benefits.

E. Upon promotion to a higher classification in State service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.

## ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

### 12.1 Business and Travel Expense

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

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the cost 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. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

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

   Trip begins at or before 6 a.m. Breakfast may be claimed

   Trip begins at or before 11 a.m. Lunch may be claimed

   Trip begins at or before 5 p.m. Dinner may be claimed

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

   Trip ends at or after 8 a.m. Breakfast may be claimed

   Trip ends at or after 2 p.m. Lunch may be claimed

   Trip ends at or after 7 p.m. Dinner may be claimed

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

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

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

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

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

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

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

1. Regular State Business Travel

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

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

   b. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of $140 plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to $110 plus applicable taxes.

2. State Sponsored Conferences or Conventions

   For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to $110 plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions

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

   Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Personnel Administration. The Department of Personnel Administration may delegate approval authority to departmental appointing powers or increase the lodging

   maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

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

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

      - The employee continues to maintain a permanent residence at the primary headquarters, and
      - The permanent residence is occupied by the employee's dependents, or
      - The permanent residence is maintained at a net expense to the employee exceeding $200 per month.

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

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of $1,130 per calendar month while on the long-term assignment, and actual expenses up to $10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to $5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

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

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

3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Personnel Administration policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

   The following clarifies Department of Personnel Administration policy regarding an employee leaving the LTA location on personal business:

   The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

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

E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum

Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the Department of Personnel Administration.

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, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

1. Mileage Reimbursement

   a. Effective July 1, 2006, when an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR).

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

2. Specialized Vehicles – Effective July 1, 2006, employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

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

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

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of $25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than $25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of $10 or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, telegraph, tax, or other business charges related to State business of $5 or less.

4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.

5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

The State agrees to conduct a study of reimbursements for per diem and travel expenses to be completed by January 1, 2012. The State will meet with the union within 90 days of completion of the study to discuss.

## 12.2 Moving and Relocation Expenses

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

## 12.3 Parking Rates

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

B. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

## 12.4 Commute Program

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

B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars ($65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred ($100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

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

## 12.5 Transportation Incentives

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

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

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

### *12.6 Intentionally Excluded*

### 12.7 State Owned Housing

Where SEIU Local 1000 represented employees are currently paying rent, the State agrees not to increase rental rates during the term of this contract. Where any provision below conflicts with this provision, this provision shall supercede and control.

A. Housing

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

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.

2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars ($75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.

3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.

4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

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

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.

2. Where no utilities are being charged, the State may impose such charges consistent with its costs.

3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. Notwithstanding any of the above, the Department of Fish and Game (DFG) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

D. The DFG is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

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

## 12.8 Overtime Meal Benefits and Allowances - CDCR

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D 2 below.

B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90)-day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;

2. Employees requesting reimbursement under this option will receive six dollars ($6), regardless of the value assigned to the meal ticket by local management.

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the six dollars ($6) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

## 12.9 Overtime Meal Allowance

A. Up to eight dollars ($8) may be reimbursed for an overtime meal. An overtime meal allowance of up to eight dollars ($8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of up to eight dollars ($8) when required to work two (2) hours contiguous to such a work shift.

B. Except for Units 14 and 20 no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

## 12.10 Damaged or Destroyed Personal Property

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

## 12.11 Uniform Replacement Allowance (BU 15)

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance of four hundred fifty dollars ($450) per year.

   1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

   2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

   3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

C. CDCR

The CDCR shall provide Bargaining Unit 15 employees working in the department's programs who are required to wear uniforms and accessories with an annual uniform replacement allowance of four hundred fifty dollars ($450) per fiscal year. Employees in eligible classifications shall receive their annual uniform replacement allowance by September 1 of each fiscal year or no later than sixty (60) calendar days after the passage of the annual State budget.

1. The uniform for Correctional Supervising Cook/Cook Specialist I/II (CF) Baker I/II and Butcher II and Food Service Technician I and II shall consist of the following items:

   - Shirt, tan, equivalent to Big Mac or Levi's, with department patch over the left breast pocket and CDCR shoulder patches. Button down shirts will be tucked into pants.
   - Trousers, dark brown, equivalent to Big Mac or Levi's
   - Shoes - must be brown/black, leather uppers only, plain toe conservatively designed. No buckles ~~or~~ and only moderate designs on or in leather. Leather must be of smooth texture. Heels not to exceed one and one-half (1 1/2) inches in height. Soles must be slip and oil resistant. Military style shoes are acceptable. No cowboy boots or steel toed shoes or boots.
   - Jumpsuit, long/short sleeve solid brown in accordance with department specifications, with CDCR shoulder patches.

- Tan smock with a 1 and ¾ CDCR patch over left breast pocket, and CDCR shoulder patches.

2. The following items are mandatory accessories:
   - 1 and 3/4" CDCR patch on solid brown or brown and tan cap solid brown beanie, or boonie style hat with the department identification and classification (CSC~~/~~, Cook Specialist I/II Baker I/II, Butcher II and Food Service Technician I and II rocker)
   - 1 and 3/4" CDCR patch above the left breast pocket with the department identification
   - Belt, brown/black
   - 1 and 3/4" CDCR patch on the left breast on a dark brown color uniform style jacket or coat, with CDCR shoulder patches
   - Key ring holder
   - Whistle
   - Name tag
   - Flashlight – mini meg light type not to exceed six inches (6")
3. The following items are non-mandatory accessories:
   - Alarm holder
   - American flag patch
   - Hash marks denoting years of service (on long sleeve shirt or jumpsuit only.)
   - Hairnets
4. Within sixty (60) calendar days of appointment, new and eligible Bargaining Unit 15 employees, based on their appointment date or time base shall receive a pro rata amount. All new food service staff will be paid on a pro-rated basis by month through June 30 of each year (e.g., A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance.) The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

DGS Uniforms

1. Uniform Shirts

   The State shall provide eleven (11) required uniform shirts to custodians.

2. Uniform Pants

   a. At worksites where uniform pants are not required, DGS shall provide seven (7) uniform pants upon the custodian's request. If provided, the employee shall be required to wear the uniform pants.

b. In worksites where uniform pants are required, DGS shall provide seven (7) uniform pants to custodians.

3. Uniform Replacement

   In accordance with established procedures, where requested by a custodian, DGS shall replace or repair the required uniform if damaged in the line of duty through no fault of the employee.

4. Laundry Service

   Laundry service shall be provided, however use of the laundry service will be at the custodian's option.

### *12.12 Intentionally Excluded*

### 12.13 Tools, Business Equipment, Materials and Supplies

A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.

B. Employees issued State-provided items shall be held responsible for loss of and/or damage due to negligence.

### 12.14 Professional Dues

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

### 12.15 Reimbursement of Fees

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

### *12.16 through 12.27 Intentionally Excluded*

### 12.28 Pre-Tax Commuting Expense

The State will evaluate the feasibility of implementing a pre tax commuting expense program in accordance with Internal Revenue Code Section132 (f).

### 12.29 Bike or Walk to Work Program

The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage and shower facilities in all State owned or leased buildings.

This Section is not grievable or arbitrable.

# ARTICLE 13 – CAREER DEVELOPMENT

## 13.1 Personnel and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.

B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.

C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.

E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

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

G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each

department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

## 13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

## 13.3 Joint Apprenticeship Committee

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 15 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.

2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.

3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of industrial Relations, Division of Apprenticeship Standards.

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.

5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.

B. The State agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 15 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

### *13.4 and 13.5 Intentionally Excluded*

### 13.6 Performance Appraisal of Permanent Employees

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

### *13.7 and 13.8 Intentionally Excluded*

#### 13.9 Letters of Instruction (LOI)/Work Improvement Discussion (WID)

Letters of Instruction and Work Improvement Discussion memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the counseling memo shall be removed and given to the employee.

### *13.10 Intentionally Excluded*

### 13.11 Joint/Labor Management Committee on Upward Mobility

A. The State and the Union agree to establish a Unit 15 Joint Labor/Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.

B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the CDCR-Adult, CDCR-DJJ, DGS, DDS, DMH, and EDD. Six (6) members shall be selected by and represent SEIU Local 1000. In addition, the committee shall be co-chaired by one management and one labor representative. The function of the committee shall be as follows:

1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.
2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:
    a. How to interview for a job
    b. A map of the steps in getting a state job and a promotion
    c. Identification of the levels and types of skills needed at different steps in the career ladder
    d. Information on where to find the training and education to build your skills
    e. Links to the career information on state agency internet sites
    f. Templates and guidelines for writing resumes and preparing state applications
3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.
4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.
5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.
6. Develop and plan upward mobility examinations in conjunction with the SPB.
7. Develop and initiate a candidate selection and evaluation process.
8. Develop and initiate a mentoring and coaching plan to provide support, encouragement, guidance and resources.

C. The committee shall meet no less than on a quarterly basis.

D. The committee shall develop the scope, set the time-line, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

### *13.12 through 13.17 Intentionally Excluded*

### 13.18 Employee Group Meetings

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to their work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to their management for consideration.

## 13.19 State-Required Training

A. The State agrees to reimburse Unit 15 employees one hundred percent (100%) for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with section 12.1 of this Contract.

B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.

C. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

## 13.20 Career-Related Training (Unit 15)

A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.

B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been or are about to be changed substantially or eliminated by automation, technological changes or other management-initiated changes.

E. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the

employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

F. By September 1 of each year each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.

G. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

## 13.21 Orientation and Safety Training excluding CDCR (Unit 15)

A. Departments shall provide on-the-job orientation for all Unit 15 employees on his/her first day of physical employment.

B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

## 13.22 CDCR (Adult Programs) Training

A. The CDCR shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at their respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. On the employee's first day of physical employment, on-the-job training will be given on "working in a correctional setting", which shall include Inmate/Staff Relations. Within the employee's first thirty (30) days of employment, the employee will be scheduled to attend "Non-custody" block training. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to other non-custody employees who have regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.

B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed forty (40)hours of training.

C. The CDCR shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the Department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; and (8) employee self protection training.

D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.

E. The Union may propose revisions to the training for Unit 15 employees to the Chief of Department Training who will consider this input and notify SEIU Local 1000 of his/her decision in writing within thirty (30) days.

F. The CDCR shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, is unable to attend scheduled training, it shall not be noted in his/her annual performance evaluation.

## 13.23 CDCR Training (Juvenile Justice) (Unit 15)

A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.

B. The California Department of Corrections and Rehabilitation shall provide Unit 15 employees with (40) hours of mandated Support Academy Training at the Juvenile Justice Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.

C. The California Department of Corrections and Rehabilitation shall provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the Department to utilize other available training components:

1. Orientation of new staff;
2. Crisis Intervention-Basic;
3. Ward Grievance-DDMS;
4. Infection Control;
5. Institutional Security;
6. Management of Assaultive Behavior-Basic;
7. Sexual Harassment;
8. Work Place Violence;
9. Cook/Chill Procedures; and
10. Hazardous Analysis Critical Control Point (HACCP) Procedures.

D. The California Department of Corrections and Rehabilitation shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, cannot attend the scheduled training, it will not reflect as a "needs improvement" or "unsatisfactory" their annual evaluation.

### 13.31 20/20 Programs

Where feasible, the State may explore providing 20/20 programs for Unit 15 employees. 20/20 programs involve employee participation in a formal educational curriculum up to

twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) may meet to explore the development of a 20/20 program(s).

# ARTICLE 14 – CLASSIFICATION

## 14.1 Classification Changes

A. When the DPA proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the DPA regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.

B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.

C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.

D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.

E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

## 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process

A. Definitions

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

   Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

   Training and Development assignments are not out-of-class work.

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

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:

   a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,

   b. Cannot feasibly be met through use of other civil service or administrative alternatives.

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

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

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.

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

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D. below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the DPA referenced in Government Code section 19818.16 or the State Victims Compensation and Government Claims Board.

2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.

3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.

4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.

5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.

2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:

   a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or

   b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.

   c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.

3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in article 6.

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

5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of DPA.

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

7. If the grievance is not resolved by the DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.

8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.

## 14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

## 14.4 Duty Statements, Post Orders, and Work Instructions

A. An employee, shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the SPB job classification specifications.

B. Post orders in CDCR-Adult and work instructions in CDCR-DJJ will be provided where applicable.

C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.

D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.

E. The parties recognize that post orders in CDCR-Adult and work instructions in CDCR -DJJ are not grievable or arbitrable.

F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

## 14.5 Automation and New Technology

The State shall endeavor to notify the Union one hundred-eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

## 14.6 Job Announcements

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

## 14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

## 14.8 Contracting Out

A. Purpose

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.

2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(1).

3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and the department.

3. The Union and the Department will continue to meet as necessary to examine personal services contracts which have been let.

4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:

    a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees.

    b. Enabling the employment of bargaining unit employees for services currently performed by contractors;

c. Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB.

d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.

e. Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles.

   a. The duties at issue are consistent with the bargaining unit employee's classification;

   b. The bargaining unit employee is qualified to perform the job; and,

   c. There is no disruption in services.

2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section and Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Government Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

### 14.12 Custodial Workload Factors and Equipment

Backpack Vacuums

Employees shall have the option, upon request, to use upright vacuums instead of backpack vacuums.

## ARTICLE 15 – TRANSFER

### 15.1 Appeal of Involuntary Transfer

A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or DPA disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the DPA laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.

D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the DPA, SROA(SROA) definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.

E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.

F. When a department has two (2) or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, consideration shall be given for the affected employee's seniority in accordance with Government Code section 19994.2.

## 15.2 Joint Labor/Management Appeal of Involuntary Transfer

A. Joint Labor/Management Committee

In the event that it becomes necessary for a department to involuntarily transfer five (5) or more employees in Bargaining Unit 15 covered by this agreement, the State and the Union will form a Joint Labor/Management Committee to address the affects of such transfer, including but not limited to the following issues:

1. Job placement assistance at the worksite to provide advice, counsel and placement of employees.
2. Available vacancies in other departments in employees' current classifications or other classes to which they can transfer.
3. Publication and dissemination of job opportunity bulletins.
4. Reasonable amount of State paid release time for employees to participate in employment interviews associated with the efforts described above.

The committee shall have equal number of representatives from the State and the Union and shall convene within no less that sixty (60) calendar days of the effective date of the involuntary transfer and shall be provided a reasonable amount of State paid release time to meet with affected employees at the workplace to discuss employees' rights and options in accordance with Government Code, and the Contract.

B. Change In Work Location

The State's intent is to provide a Unit 15 employee with thirty (30) calendar days, but in no case shall the State provide less than fifteen (15) calendar days notice of a permanent change in their work location when the change is made at other than the employee's request. Unit 15 employees will be given the reasons in writing.

An employee can submit a written request to change his/her work location. The department shall respond in writing no later than fifteen (15) calendar days of the request. Requests shall not be unreasonably denied.

## 15.3 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable DPA laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

### 15.4 Employee Opportunity Transfers for Bargaining Unit 15

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

   Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

## ARTICLE 16 – LAYOFF

### 16.1 Layoff and Reemployment

A. Application

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

B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and DPA rules.

C. Notice.

1. The Sate agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.

2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

E. Transfer or Demotion in Lieu of Layoff

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

F. Reemployment.

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

G. State Service Credit for Layoff Purposes

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code section 19997.6.

H. Departmental Vacancies

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

### 16.2 Reducing the Adverse Effects of Layoff

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

### 16.3 Alternative to Layoff

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

### 16.4 Military Installations

The State agrees to notify the Union at such time as the State becomes aware of Federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

### 16.5 Layoff Employee Assistance Program (EAP)

Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

## ARTICLE 17 – RETIREMENT

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

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

A. Effective January 15, 2011, First Tier retirement members first employed by the State would be subject to the “New 2010 First Tier Retirement Formula.” The New 2010 First Tier retirement formula would not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011who were subject to the Alternate Retirement Program (ARP).

- State employees on approved leave of absence who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee.

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

| AGE AT RETIREMENT | CURRENT FACTORS | NEW 2010 FACTORS (2% AT AGE 60) |
|---|---|---|
| 50 | 1.100 | 1.092 |
| 51 | 1.280 | 1.156 |
| 52 | 1.460 | 1.224 |
| 53 | 1.640 | 1.296 |
| 54 | 1.820 | 1.376 |
| 55 | 2.000 | 1.460 |
| 56 | 2.063 | 1.552 |
| 57 | 2.125 | 1.650 |
| 58 | 2.188 | 1.758 |
| 59 | 2.250 | 1.874 |
| 60 | 2.313 | 2.000 |
| 61 | 2.375 | 2.134 |
| 62 | 2.438 | 2.272 |
| 63 and over | 2.500 | 2.418 |

C. There are factors for attained quarter ages, such as 52 ¾. The retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The quarter factors also apply to past service that is credited under the First Tier, New 2010 First Tier, and the Modified First Tier.

D.. Miscellaneous and industrial members shall contribute an additional three percent (3%) retirement contribution. Effective November 2, 2010, miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute eight percent (8%) of monthly compensation in excess of $513 for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of $317 for retirement. The additional three percent (3%) employee contribution shall offset the State's contribution beginning November 2, 2010.

E. New employees hired on or after January 15, 2011, will, after completion of participation in the ARP, be subject to the 2% at age 60-retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Employees in employment prior to January 15, 2011 will remain subject to the 2% at age 55 retirement formula with benefits based on the highest average monthly pay prate during thirty-six (36) consecutive months of employment.

Employees in employment prior to January 1, 2007, will remain subject to the 2% at age 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

F. The State and Union agree to support legislation that changes the employee retirement contributions for Miscellaneous/Industrial and ARP members effective November 2, 2010. The State and Union also agree to support legislation that changes the retirement formula and method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after January 15, 2011, inclusive of those in the ARP.

## 17.2 Second-Tier Retirement Plan

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

## 17.3 First Tier Eligibility for Employees in Second Tier

A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would allow an employee to exercise the Tier 1 right of election during a period following the effective date of this agreement. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish a more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years), and allowing employees to purchase partial amounts of service.

C. New employees who meet the criteria for CalPERS membership would have the right to be converted under the First Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for First Tier coverage, he/she would be enrolled in the Second Tier plan.

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

## 17.4 State Safety Retirement and New 2010 Retirement Formula

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

Effective January 15, 2011, state safety retirement members first employed by the state would be subject to the "New 2010 State Safety Retirement Formula." The New 2010 retirement formula would not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee.

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

| AGE AT RETIREMENT | CURRENT FACTORS | NEW 2010 STATE SAFETY FACTORS (2% AT AGE 55) |
|---|---|---|
| 50 | 1.700 | 1.426 |
| 51 | 1.800 | 1.522 |
| 52 | 1.900 | 1.628 |
| 53 | 2.000 | 1.742 |
| 54 | 2.225 | 1.866 |
| 55 and over | 2.500 | 2.000 |

C. There are factors for attained quarter ages, such as 52 ¾. The improved retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved quarter factors also apply to past service that is credited under the State Safety retirement category.

D. State Safety members shall contribute an additional three percent (3%) retirement contribution. Effective November 2, 2010, State safety members shall contribute nine percent (9%) of monthly compensation in excess of $317 for retirement. The additional three percent (3%) employee contribution shall offset the State's contribution beginning November 2, 2010.

E. New employees hired on or after January 15, 2011, will, be subject to the 2% at age 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 15, 2011, will remain subject to the 2.5% @ 55 retirement formula with benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment. Employees hired prior to January 1, 2007, will remain subject to the 2.5% at age 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

F. The State and Union agree to support legislation that changes the employee retirement contribution for State Safety Members effective November 2, 2010. The State and Union also agree to support legislation that changes the retirement formula and method of computing the average annual compensation earnable for New State Safety Members hired on or after January 15, 2011.

### *17.5 Intentionally Excluded*

### 17.6 State Safety Retirement

A. Enrollment in the State Safety Retirement category shall be prospective only and prior service shall remain under the miscellaneous retirement category.

B. Nothing in this section shall be subject to the grievance and arbitration procedures.

### 17.7 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

### 17.8 Employer-Paid Employee Retirement Contributions

The purpose of this article is to implement the provisions contained in section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21. Pursuant to section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation for section 414(h)(2) is accomplished through reduction in wages pursuant to the provisions of this article.

1. Definitions. Unless the context otherwise requires, the definitions in this article govern the construction of this article.

   a. “Employees.” The term “employees” shall mean those employees of the State of California in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20 and 21 who make contributions to the STRS/CalPERS.

b. “Employee Contributions.” The term “employee contributions” shall mean those contributions to the STRS/CalPERS which are deducted from the salary of employees and credited to individual employee’s accounts.

c. “Employer.” The term “employer” shall mean the State of California.

d. “Gross Income.” The term “gross income” shall mean the total compensation paid to employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20 and 21 by the State of California as defined in the Internal Revenue Code and rules and regulation established by the IRS.

e. “Retirement System.” The term “retirement system” shall mean the STRS as made applicable to the State of California under the provisions of the State Teachers’ Retirement Law (California Education Code section 22000, et seq.) and CalPERS as made applidable to the State of California under the provisions of the California Public Employees’ Retirement Law (California Government Code Section 20000, et seq.).

f. “Wages.” The term “wages” shall mean the compensation prescribed in this Agreement.

2. Pick Up to Employee Contributions

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

b. Employee contributions made under paragraph A of this article shall be paid from the same source of funds as used in paying the wages of affected employees.

c. Employee contribuions made by the employer under paragraph A of this article shall be treated for all purposes other than taxtion in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

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

3. Wage Adjustment

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

4. Limitations to Operability

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

5. Non-arbitrability

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

### *17.9 Intentionally Excluded*

### 17.10 1959 Survivor's Benefits - Fifth Level

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

B. Pursuant to Government Code section 21581(c) the contribution for employees covered under this new level of benefits will be two dollars ($2) per month as long as the combined employee and employer cost for this program is $4 per month or less per covered member. If the total cost of this program exceeds $4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board.

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

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

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

   3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 60 ……..…….……... $750.

### *17.11 and 17.12 Intentionally Excluded*

### 17.13 Exclusion of Sustained Superior Accomplishment

The parties agree that payments made under the sustained superior accomplishment award program will not be considered as compensation for purposes of retirement.

# ARTICLE 18 – PERMANENT INTERMITTENTS

## 18.1 Permanent Intermittents (PI)

A. Except as otherwise provided in this agreement, a PI position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A PI employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

B. State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible permanent intermittent employees within the classification.

C. Each department may establish an exclusive pool of PI employees based upon operational need.

D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.

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

F. A PI employee will become eligible for leave credits in the following manner:

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

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

   b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

   c. The administration of sick leave for PI employees shall be in accordance with Article 8, section 8.2, Sick Leave.

2. **Vacation Leave** - A PI employee will be eligible for vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of nine hundred-sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, section 8.1A, on the first day of the qualifying monthly pay

period following completion of each period of one hundred-sixty (160) hours of paid employment. The hours in excess of one hundred-sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

a. Pay the PI employee in a lump-sum payment for accumulated vacation leave credits; or

b. By mutual agreement, schedule the PI employee for vacation leave; or

c. Allow the PI employee to retain his/her vacation credits; or

d. Effect a combination of a, b, or c above.

e. A PI employee will be subject to the provisions of section 8.1, Vacation Annual/Leave.

3. **Annual Leave** - A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of nine hundred-sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1 C, on the first day of the qualifying monthly pay period following completion of each period of one hundred-sixty (160) hours of paid employment. The hours in excess of one hundred-sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

   a. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or

   b. By mutual agreement, schedule the PI employee for annual leave; or

   c. Allow the PI employee to retain his/her annual leave credits; or

   d. Effect a combination of a, b, or c above.

   e. A PI employee will be subject to the provisions of Article 8.1, Vacation/Annual Leave.

4. **Holidays**

   a. A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of subsection 19.2 B apply.

| Hours on Pay Status During Pay Period | Holiday Compensation in Hours for Each Holiday |
|---|---|
| 0-10.9 | 0 |
| 11-30.9 | 1 |
| 31-50.9 | 2 |
| 51-70.9 | 3 |
| 71-90.9 | 4 |
| 91-110.9 | 5 |
| 111-130.9 | 6 |
| 131-150.9 | 7 |
| 151 or over | 8* |

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

b. When a PI (PI) employee in work week group 2 is required to work on an observed holiday, and the employee works one hundred-fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with subsection 7 G.

5. **Bereavement Leave** – A PI employee may only be granted bereavement leave in accordance with Article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

6. **Jury Duty** – A PI employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A PI employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a PI employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

7. **State Disability Insurance (SDI)** – PI employees shall be covered under the State Disability Insurance (SDI) benefit in accordance with section 9.17.

8. **Mentoring Leave** – A PI employee shall be eligible for Mentoring Leave in accordance with Article 8, section 8.17, Mentoring Leave.

G. Monthly paid PI employees shall be paid by the 15th of each month.

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

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

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

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

L. **Flex Elect Program** – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half 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-month control period of January 1 through June 30 of the plan year in which they are enrolled.

M. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI hours worked per week on an ongoing and weekly basis.

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

O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

# ARTICLE 19 – HOURS OF WORK AND OVERTIME

## 19.1 Hours of Work

A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.

B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

   1. The change is due to an unforeseen operational need; or

   2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for Fair labor Standards Act (FLSA) - Exempt/Excluded Employees:

   State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

   Following is the State's policy for all employees exempt/excluded from the FLSA:

   1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;

   2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;

   3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;

4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;

7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;

8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

## 19.2 Overtime

A. Overtime is earned at the rate of one and one-half (1 ½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;

2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

B. Notwithstanding any provision of the MOU other than paragraph E below for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensating time off, or any other leave shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime.

C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.

D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

E. Effective the pay period following ratification, before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. In addition, management will make every effort to schedule overtime first for those employees who have not taken leave during the week and such employees may be mandated overtime only as a last resort.

   As a last resort and in order to meet required staffing needs, if an employee in Bargaining Units 15 or 20 is mandated to work overtime in the same week in which they use approved leave, then that approved leave will be considered hours worked for purposes of calculating overtime. Sick leave is excluded from this provision.

F. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

G. CTO for employees shall be earned on a time and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

H. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.

I. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.

   1. Effective January 31, 20-02, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

   2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight

time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on State business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

## 19.3 Rest Periods

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

D. If a Unit 15 employee in the CDCR who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

## 19.4 Meal Periods

A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.

B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

## 19.5 Set Up/Shut Down Time

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

## *19.6 and 19.7 Intentionally Excluded*

## 19.8 Flexible Work Hours

A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.

B. Any denial of requests made under subsection A shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU, Local 1000, Headquarters. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.

C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

## 19.9 Exchange of Time Off - Multi-Shift Operations

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

   1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;

   2. The supervisor(s) approve the exchange; and

   3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use “accounts receivable” should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within ninety (90) calendar days from the initial exchange.

E. Probationary employees are excluded from participating in exchanges of time off.

F. Double shifts will be permitted, consistent with departmental practices.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration article of this contract.

## 19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

## 19.11 Call Back Time

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

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

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

D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee’s home, approved by the department head or designee.

## 19.12 Standby Time

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off (CTO), which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

D. No standby credit will be earned if the employee is called back to work and receives call back credit.

E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

## 19.13 Overtime Distribution for Employees (Excluding CDCR – Adult Programs)

A. Where the use of overtime is prevalent, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.

C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO). For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.

D. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.

E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety, and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.

F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total State services and then by lot.

## 19.14 Overtime Distribution for Employees (CDCR – Adult Programs)

A. In order to reduce the amount of mandatory overtime, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.

C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO) or pre-approved time off. For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.

D. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.

E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or inmate safety, and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.

F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total State services and then by lot.

G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.

The distribution of overtime for Correctional Supervising Cooks in CDCR Adult facilities shall be completed using a voluntary/involuntary system. When Management determines that overtime is necessary, it shall be offered based on the seniority of the employees available to work (for ties, see section 19.14E of the MOU [attached]). Seniority is defined in Section 19.14E. Management shall utilize the voluntary system before resorting to the involuntary system. In accordance with Section 19.14A, it may not always be practical, in every instance, to offer overtime to the most senior employee (e.g., operational needs, security, health, safety, and emergencies). However, except for the permissions expressed in Section 19.14A, institutions will endeavor to afford the most senior employee the first option to accept all overtime opportunities for which they are available.

VOLUNTARY SYSTEM

Management will offer overtime shifts to the senior employee first, then in seniority order until an employee volunteers to cover the vacant shift. Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This may be accomplished via an overtime signup sheet. The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority. The log/verifying method should also include: the scheduled shift; date and time; the name of the employee that was contacted; who made the contact; and the outcome of the contact (example: answering machine, no answer, employee declined, employee accepted).

INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime, Management will utilize an inverse seniority system, where the least senior employee will be assigned the overtime, unless the employee is protected by the provisions of Section 19.14C. The assignment of involuntary overtime will be documented to track the employees that have been assigned overtime shifts. Institutions will endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

### *19.15 through 19.22 Intentionally Excluded*

### 19.23 Sliding Six, Six/Two (6/2) Schedules or Variations Thereof

Upon written request from the Union, the State will meet and confer with the Union to abolish the "Sliding Six or Six/Two (6/2)" rotation cycle and establish a fixed day off schedule. The Union's request to meet and confer must be specific to the individual institution.

## ARTICLE 20 – POST AND BID

### *20.1, 20.2 and 20.3 Intentionally Excluded*

### 20.4 Post and Bid Procedure for Vacant Positions (Unit 15)

**A. Post and Bid Procedure for Vacant Positions – DGS**

**KEY DEFINITIONS**

**Vacancy:** A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding, and where a variety of work schedules (days off, shifts, etc.) exist.

**Permanent full-time status employee:** A full time employee who has successfully passed probation in their current classification in the Department of General Services by the final filing date of the position being advertised.

**Post and Bid Request Form:** The written request form provided by respective DGS offices and completed by the permanent full time status employee requesting to be reassigned to any position/assignment in their current classification. Request must be submitted by the final filing date of the position(s) being advertised. Requests shall be kept on file for24 months by the hiring office.

The position will be advertised by using the Employment Opportunity Bulletin (aka Job Opportunity Bulletin or JOB) and posted on DGS Outlook, the State Personnel Board Vacancy Position (VOPS) database and in an accessible location for all BU 15 employees in the management units for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, the shift and days off for the position to be filled, the final filing date, and the contact person's name and telephone number. Employees interested in a posted position must indicate interest by submitting a departmental bid request form to the specified contact person by the final filing date. The bid forms will be posted on DGS Outlook and copies will be kept in an accessible location for all BU 15 employees.

**Seniority:** Seniority is determined by permanent full time status employees with the greatest amount of continuous permanent full-time statewide seniority in class (regardless of department). Continuous permanent full-time statewide seniority in the class shall be time in class, before and after the return from a temporary separation (including time spent on a limited-term appointment or Temporary Authorization Appointment-TAU) followed by a mandatory reinstatement. When determining seniority for a specific position, the seniority will be calculated up to the last day of the pay period prior to the final filing date of the JOB. In the event of a tie in the seniority scores, the tie shall be broken using (1) total statewide service seniority; (2) departmental seniority; (3) by lot.

**Seniority Post and Bid Lists:** After the close of business on the final filing date for the position(s) being advertised, the hiring office will submit a list of the bids received to the Office of Human Resources (OHR) for calculation of the seniority scores. See Special Considerations/Exclusions. Seniority lists shall be developed by OHR within 3 working days following the close of business on the final file date and OHR will provide the seniority scores to the hiring office The employee with the most seniority will be offered the position. The bidder can request the results of the bid from the hiring office five (5) days after close of the bid.

**SPECIAL CONSIDERATIONS/EXCLUSIONS**

**Limit On Bids:** An employee may not make more than one successful bid each twelve (12) months. (A successful bid is when the bidder accepts the position and reports for work). The exception is if an employee's bidded position is altered and the employee elects not to stay in the position.

**Promotion:** Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

**Mandatory Placement:** These Post and Bid provisions do not apply when management chooses to retain a Limited Term or TAU by a permanent appointment or, when an employee must be placed by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other clearly articulated operational reasons including client demands.

**Requisite Skills and Abilities:** Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within their assigned facility; such requests shall not be unreasonably denied.

**Discipline/Substandard Review:** Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last twelve (12) months. The commencement of the 12-month period will be the effective date of the action, not the ending date of the action.

**Security/Safety or Other Reasons:** These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or clearly articulated operational reasons. Prior to initiating such actions, the Labor Relations Office should be contacted.

**Shift Changes With No Vacancy:** Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions. Prior to initiating such actions, the Labor Relations Office should be contacted.

**Security Clearance:** For those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

**Post and Bid Acceptance:** Employee offered a bidded position has a maximum of three (3) work days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to do different work, this does not negate the position they accepted through these Post and Bid procedures.

**New Regional Offices:** When new Regional Offices are established, DGS shall advertise and accept applications from employees statewide. In accordance with these procedures, the most senior qualified employee shall be selected. If there are no qualified bidders, DGS may fill the positions by other valid hiring means. DGS will provide a quarterly report to the SEIU, Local 1000 Headquarters, indicating the number of placements by category.

**EMPLOYEE PROCEDURES**

Permanent full time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a **Post and Bid Reassignment/Transfer Request form**. This form must be submitted or postmarked by the close of business on the final filing date of the position being advertised. The employee is responsible to deliver or mail the bid form to the contact person. The employee must submit a bid form each time a position(s) is advertised that they are interested in bidding for, however, if multiple positions are being advertised on the same JOB, one bid form will be sufficient. This form is available in the Outlook, Office of Human Resources' Public Folder and can be found under Job Opportunities. Management will also keep copies of the form available in an accessible location for all BU 15 employees. The request form **must** include the employee's current permanent classification, work address and phone number, current work week/shift/hours, day time phone number or an alternate person to contact with a day time phone number, and the current supervisor's name and phone number. The contact person must have full authority on behalf of the employee to accept or decline a position. If there is no contact person or the contact person is not available or willing to accept or decline the position, it shall be considered a waiver and the next most senior person on the list shall be offered the position. The OHR will notify employees who do not meet the post and bid MOU provisions. Employees should contact their supervisor to resolve discrepancies in seniority scores.

**MANAGEMENT PROCEDURES**

The Office must submit a Request for Personnel Action (RPA) along with the Employment Opportunity Bulletin (aka Job Opportunity Bulletin –JOB). The JOB must include the starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language must be included, "This position is subject to the Post & Bid requirements for Bargaining Unit 15". OHR Personnel Operations will determine seniority based on personnel records. Once the RPA has been approved and the JOB has been posted to DGS Outlook and State Personnel Board VPOS, the JOB and Post and Bid form will be sent to all Office Building Managers and clerical support staff for posting.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these procedures.

## OFFICE OF HUMAN RESOURCES PROCEDURES

The Office of Human Resources will have the JOB posted on DGS Outlook Job Opportunities, DGS internet, DGS intranet, the State Personnel Board VPOS web page and distributed to all DGS Personnel Liaisons (PLs). The post and bid form will be posted on DGS Outlook and in an accessible location for all Unit 15 employees in the management units. The PLs will be responsible for distributing the JOB to each BPM Office Building Manager and clerical support staff for posting at the worksite. Upon notification of the bid forms received, the OHR will determine the seniority of the bidders and provide a listing to the hiring office.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your OHR Personnel Analyst. Your OHR Personnel Analyst will assist you in filling vacancies in compliance with the Post & Bid Provisions.

The following are the steps that will be followed.

1. Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE-
2. Fill vacancy with request of qualified employee with most seniority, IF NONE,
3. Option to fill vacancy by promoting within using valid civil service employment list, IF NONE,
4. Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).

Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.

**B. Post and Bid Procedure for Vacant Positions – DDS**

Implementation and Applicability

The provisions of this section will be implemented the first pay period following ratification by the Legislature and the Union and shall apply to Unit 15 positions in the Department of Developmental Services. The provisions will apply to those Unit 15 classifications where there exists 10 or more Unit 15 employees in a Department of Developmental Services facility and shall be used to allow employees to change positions in the same classification, time base and tenure within that facility.

Vacant Positions

As management determines that positions in designated Unit 15 classifications become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

At least 70% of internal reassignments shall be posted.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State.

Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

- Identification posting number
- Level of position
- Program and unit (or ward) or other assignment
- Shift
- Days off or rotation pattern and cycle
- Time base
- Deadline for bid submittal
- Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification, time base and tenure as specified on the posted notice.

Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. In the case of ties in seniority, the tie shall be broken by lot. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios.

Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position. If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend. Positions shall not be altered unless the need to alter the position is substantiated by management.

Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

Denial of Bid

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

Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations where at least 50% rating factors are rated standard or above shall retain their right to hold a bid position. If not, the employee may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

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

Nepotism

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

- If such bid or position creates a nepotistic situation, notice must be given to the Union.
- Representatives of the Union and the State shall meet and review the situation
- Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days
- Nothing in this subsection shall prohibit the employee and/or the Union from filling a grievance.

Meet and Discuss

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

At each developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. The Post and Bid Administrator shall ensure that a listing of all Unit 15 employees and his/her seniority is posted at the work site. Upon request, the Post and Bid Administrator shall forward a copy of this listing to SEIU, Local 1000. In addition, upon request, the Post and Bid administrator shall meet periodically with SEIU, Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision.

For purposes of this Agreement, “seniority” is defined as one point for each qualifying month of full-time State service. This seniority definition is the same seniority as used to determine an employee’s vacation accrual.

At each developmental center, the Union shall designate a Unit 15 rank and file employee to be the local contact for post and bid matters.

The Post and Bid administrator designated by management will notify the Union designated local contact of which positions are being filled as management discretion positions.

**C. Post and Bid Correctional Supervising Cook, CDCR (Adult Programs)**

There shall be eighty percent (80%) of the qualifying Correctional Supervising Cook (CSC) post assignments in California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each institution having three (3) or more permanent full time posted CSCI positions.

1. PURPOSE AND OBJECTIVES

This procedure outlines CDC’s purpose, goals and objectives in how post assignments shall be accomplished.

2. RESPONSIBILITY

The Appointing Authority shall have overall responsibility for the implementation and maintenance of this procedure.

The Appointing Authority or the Appointing Authority’s designee will ensure compliance through the Correctional Food Manager and a local Joint Labor/Management Committee (JLMC). The JLMC shall consist of an equal number of management and Union representatives. The Union representative shall be job stewards provided that the job stewards are from the Correctional Supervising Cook classification.

3. METHODS

POST and BID PROGRAM

All post bids will be processed based on the employee’s established seniority and availability of assignments. There shall be eighty percent (80%) of the qualifying CSC post assignments allotted on each shift according to seniority at each institution, having three (3) or more budgeted CSC positions. The specific posts that comprise the eighty percent (80%) and the twenty percent (20%) will be established by the JLMC. Such determinations must be made not later than the first Monday in August. The preferred posts will be distributed among the work areas, watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. Posts that cannot be agreed upon by the JLMC will be resolved by the Appointing Authority.

For the purpose of determining assignments on each shift, those institutions comprised of multi-facilities will be considered as one entity.

Management retains the right to determine individual duties assigned to posts.

Seniority will be determined by total seniority working in the classification of CSC, Baker II and/or Butcher-Meat Cutter II. Any ties will be resolved by comparing total State service, then by lot.

CONTINUOUS BID PROCESS

The purpose of the continuous bid process will be to fill vacancies that occur throughout the bid period.

ELIGIBILITY

Participation in the Post and Bid program is limited to eligible employees. An eligible employee:

Must be a permanent full-time CSC, probationary employees are excluded and may be assigned to any vacant position after the bid positions have been filled.

Must be permanently assigned to and working at the institution. There shall be no inter-institution bidding on post assignments.

Employees who laterally transfer on or before the second Friday in August will be permitted to participate in the bid process.

In order to participate and maintain rights and privileges in this section, the employee must maintain an overall acceptable performance rating during the entire bid period.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve months preceding the open bid ending on first Friday in September. The final decision to exclude an employee from bidding will be made by the Appointing Authority and the employee will be notified of such decision in writing.

An otherwise eligible employee absent from the worksite during the bid process for such reasons as EIDL, SDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the bid process. Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of posting of the bid results. Until such time as the employee assumes the post, the post will temporarily revert to management.

In the event the employee is unable to assume the post within sixty (60) calendar days, upon his/her return, the employee will be placed in an assignment at management's discretion. The post will be subject to the continuous bid process.

4. IMPLEMENTATION

The last Monday in August, every year, is the open bid period for those employees who are eligible and wish to participate in the Post and Bid Program. The Correctional Food Manager shall post an updated post assignment schedule, current position orders and CSC seniority roster no later than the second Friday in August.

All approved bid request forms must be completed for post preference and submitted to the Correctional Food Manager no later than close of business by the first Friday in September. Bid request forms shall be date-stamped to verify receipt. Employees may bid for multiple posts.

Unless otherwise contested by the last Friday in August, an employee's seniority, as initially posted shall determine the employee's placement in the Post and Bid Program. The final post assignments will be posted by the Correctional Food Manager on the third Friday in September and become effective the first Monday in October. Except in 2003, the bid process will be suspended for no more than thirty (30) calendar days after the ratification of the Contract by both parties.

In those institutions with twenty (20) or more CSC positions, a position designated for a Unit 15 District Bargaining Unit Representative (DBUR) will be determined by the local JLMC. The DBUR position will be counted in the eighty percent (80%) seniority positions. Any additional seniority positions will be posted and all employees will be given the opportunity to re-bid.

An employee may voluntarily withdraw from participation in the Post and Bid by submitting a written request to the Food Manager. The employee who withdraws from Preferred Post Program participation will be assigned a post at management's discretion after the bid positions have been filled. The vacated post will be subject to the continuous bid process.

Provided that there becomes a vacant position in the Union's 80% during the time period, an employee may participate in the continuous once per quarter.

Failure on the part of an employee to submit a post preference shall result in a no-preference indicated (NPI) for the employee for that open bid process. The employee will be assigned a post at management's discretion, but may participate in the continuous bid process.

Eligible employees who are not assigned to any Post, because of insufficient seniority during the open bid period, will be placed in a vacant position at management's discretion and become part of the continuous bid process.

Post(s) that do not receive a bid will become part of the continuous bid process.

Employees who have been removed from a Preferred Post as a result of a correction to a seniority date or due to management error will be eligible for the continuous bid process.

Employees who laterally transfer after the second Friday in August will be precluded from the open bid process but may participate in the continuous bid process.

Eighty percent (80%) of all posts will be filled on a seniority basis on each watch and if possible, in each work area. Management at each institution will calculate this number. For example, if there are twenty-seven (27) CSC posts then twenty two (22) posts would be eligible for bid. If there are thirty-three (33) SCI posts then twenty-six (26) posts would be eligible for bid. The break point will be .6 of the total number of qualifying posts.

5. District Bargaining Unit Representative (DBUR)

Upon the Union's request, the DBUR shall be placed in the designated position. If the DBUR loses office, he/she shall remain in the position unless he/she obtains another position through the continuous bid process, or until the next open bid process, at which time the new DBUR will be placed in the designated position.

6. MAINTENANCE

The following steps will be adhered to regarding maintenance of the system after the initial or continuous Preferred Post assignments have been made.

Absences from the employee's post assignment generated by management decision, including special assignments, acting assignments, etc. will not preclude the employee's return to the assignment.

An employee may be removed from his/her post after receiving a copy of his/her final substandard performance evaluation. The decision to remove the employee from his/her post must be approved by the Appointing Authority or designee on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period. The vacated post will be subject to the continuous bid process.

An employee may be temporarily removed from his/her post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to his/her post.

An employee may be removed from his/her post upon the effective date of an adverse action related to job performance (upon the conclusion of the Skelley hearing process and/or time frames associated with that process). The employee shall be excluded from participating in the subsequent bid period.

Posts that become vacant to transfers, promotions, etc. will be subject to the continuous bid process. Posts that are not filled through the continuous bid process will revert to management control.

7. CONTINUOUS PROCESS

Statement of Purpose

The purpose of the continuous bid process will be to fill vacancies that occur throughout the bid period. The continuous bid process allows eligible employees to participated in bidding on posts that were not filled in the initial bidding process or as posts are vacated.

Implementation

Vacant posts assignments will be posted on the first Monday of each month, after a post has been determined by management to be vacant. Any eligible employee will be allowed to bid including those already in a post, provided they have not participated the continuous bid process during that quarter. The posting and bid "window" will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

All job changes will have an effective date of not more than twenty one (21) calendar days from the date of the posting results.

Vacant posts for seniority positions which are not filled through the continuous bid process will be filled by management through any appropriate means available. The vacant post will become a neutral position and will not count against either party's 80/20 position counts. Once the neutral position has been committed to a staff member, that employee will have the right to stay in the position for ninety (90) days before it will be available for the continuous bid process again.

Management reserves the right to fill vacant posts by hire, transfer, promotion or any other method allowed by the State Civil Service System.

Maintenance

The maintenance of the continuous bid process will adhere to Maintenance section as specified previously.

8. CONTESTED SENIORITY DATES:

An employee alleging seniority scores computed in error shall submit his/her complaint to the JLMC within five (5) days of seniority scores being published. The JLMC third level shall be the final level of review.

Errors in favor of the employee will result in the adjustment of the employee's seniority date. The replaced employee will be eligible for the continuous bid process.

Placement of an employee in a Preferred Post assignment due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

9. DISPUTES

All disputes concerning the post and bid system that are not resolved at the local level shall be directed to the CDCR headquarters' Joint Labor/Management Committee for final resolution. The Committee shall be the final level of review. The Committee shall be comprised of an equal number of representatives of three persons appointed by SEIU, Local 1000 and CDCR respectively. Disputes will be resolved by majority vote.

**D. Post and Bid Procedure for Vacant Positions – DMH**

Post and Bid shall apply to classifications with 10 or more positions at a given DMH facility.

Positions filled by hire, transfer, promotion or other methods allowed by the State Civil Service System are not subject to the Post & Bid process described below.

**Eligible Positions**: Positions (as defined in 20.11) filled through internal reassignments shall be filled pursuant to the following Post and Bid process;

*As positions become available or vacant they shall be reviewed by the State to determine whether the position will be posted or filled without posting.*

At least eighty percent (80%) of internal reassignments shall be posted.

**Posted Positions**- Positions shall be posted in a prominent location designated by each facility. In addition, these positions may be advertised in each hospital's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

- Identification posting number
- Level of position
- Work location (as defined by each facility)
- Shift
- Deadline for bid submittal
- Location where bid is to be submitted

Each notice shall remain posted for no less than ten (10) calendar days, excluding week-ends and holiday.

**Bidding** – employees who bid on multiple positions at any one time shall list them in priority order. Employees may bid on the posted position by filling out a bid form provide by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the location designated on the bid form, a copy to the Union and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, current work location and business telephone number. The form must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees at the facility in the civil service classification and the time base specified on the posted notice.

DMH shall provide a seniority list of employees in BU 15 classifications on the second Monday of January and July each year. These lists shall be posted in each work location at the facility and a copy provided to SEIU, Local 1000. The seniority system used shall be the same as that used to determine vacation accrual.

**Limits on Bid** - An employee may not make more than one successful bid each twelve (12) months. The exceptions are: 1) if an employee's bid position is altered and the employee elects not to stay in the position, or 2) if an employee is granted a bid under the provisions below. Exceptions to this limitation may be granted, but shall not be subject to the grievance procedure. Employees on probationary status shall not be eligible to bid on posted positions.

**Assignments** – Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. For the purposes of this section, seniority shall be the same as that used to determine vacation accrual (i.e., as used for vacation scheduling). If two employees with the same amount of seniority bid on the same position, ties shall be broken as follows: 1) seniority in class; (2) departmental seniority; (3) by lot. The eligible bidding employee will be transferred to the assigned bid position. However, in emergencies or where severe staffing shortages exit in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the closing of posting.

**Neutral Positions** – If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's posting ratios or the 80/20 position count (A.,2.). These positions may be filled through any appropriate means available. If the position is filled or committed within ninety (90) days of withdrawal of posting, it shall not count in either party's posting ratios or the 80/20 position count and shall be designated as a "neutral" position.

**Deletions and Changes** – If a bid position is deleted or altered because of coverage or other legitimate operational needs, the employee in that position shall be notified in writing. If an employees desires to remain in an altered position, s/he shall notify management of that desire within five (5) calendar days and shall remain in that altered position. If the employee does not desire to remain in the altered position, s/he may bid on any vacant posted positions. The employee shall remain in the altered position until such time as s/he successfully bids or applies for a new position.

A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

Temporary Assignments – If an employee in a post and bid position must be reassigned to meet a temporary operational need, the post and bid criteria will not be considered as altered

**Denial of Bid**

Employees who have a sustained, formal adverse action taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months from the date of the action or a period consistent with the terms of a Stipulated Agreement resulting from the adverse action if such position or bid is meaningfully related to the cause of action.

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

If the employee is exonerated from the adverse action or the wrongdoing, his/her right to bid and/or hold positions shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months from the date of the evaluation. If an evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The denial of the right to hold and/or bid for a position shall be subject for review in three (3) months.

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

Management may deny a bid that is submitted by an employee who is not ready, willing and able to report to duty on the date the position is to be assigned.

**Vacation Schedules** – Pre-approved vacations are subject to approval by the supervisor of the bidded position. Approval shall not be unreasonably denied. Upon the employee's request, denials shall be in writing.

**Nepotism** – No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy. If awarding of the bid, or the position creates a nepotistic situation and is in violation of the DMH Policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

**Meet and Discuss** – Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

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

**Accounting** – Each facility shall provide to SEIU, Local 1000 a report describing the post and bid activity during each quarter of the fiscal year.

**E. Post & Bid Procedure for Vacant Positions Department of Veterans Affairs (DVA)**

**KEY DEFINITIONS**

**Vacancy:** A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in DVA Veterans Homes, where a variety of work schedules (days off, shifts, etc.) exist.

**Permanent full-time status employee:** A full time employee who has successfully passed probation in his current classification in the Department of Veterans Affairs.

**Post and Bid Request form:** The written request form provided by the Department of Veterans Affairs and completed by the permanent full time status employee requesting to be reassigned within the Veterans Home in his/her current classification. Requests shall be kept on file until an employee is placed under these provisions.

**Seniority:** Seniority is determined by permanent full time employees with the greatest amount of seniority in the class of the vacancy. In case of a tie the following criteria based on seniority order shall be used in sequence until the tie is broken:

1. At the facility
2. In CDVA
3. State Service
4. Draw of Lots

**Seniority Post and Bid Lists:** The Veterans Home Personnel Office compiles a list of employees who have submitted a Post and Bid Request form, in seniority order. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bidded position, the successful employee will not be eligible to bid on another position for one year. See special Considerations/Exclusions. DVA shall provide a seniority list of employees in Unit 15 classifications on July 3 and January 3 each year. These shall be posted in the local work locations. This information will be provided on a computer disk to the SEIU, Local 1000.

**SPECIAL CONSIDERATIONS/EXCLUSIONS**

**Promotion-** Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

**Mandatory Placement-** These Post and Bid provisions do not apply when an employee must be placed after a TAU or Limited Term appointment in lieu of permanent appointment, by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, State Restriction of Appointment/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other operational reasons.

**Requisite Skills and Abilities-** Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training shall be made available if an employee requests to be trained in other work functions within their assigned facility.

**Discipline/Substandard Review-** Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last twelve (12) months.

**Security/Safety or Other Reasons-** These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or other reasons. Prior to initiating such actions, the local Personnel Office should be contacted.

**Shift Changes with no Vacancy-** Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions. Prior to initiating such actions, the Personnel Officer at the Veterans Home shall be contacted.

**Post and Bid Acceptance-** Employee offered a bidded position has a maximum of 3 days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

**Nepotism-** The existing Department's policy on Nepotism shall be in effect for Post and Bid.

**EMPLOYEE PROCEDURES**

Permanent full time employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a Post and Bid Reassignment/Transfer Request form. Reassignment/transfer forms shall be kept on file until the employee is placed under these provisions. This form is available from the hiring supervisor or in the Personnel Office.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, and current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment/transfer to different shift, or work week. Bidders will be contacted only for the assignments, shifts and workweeks they have requested. The Personnel Office will notify employees who do not meet the Post and Bid MOU provisions, in writing , to their home address, on file with the Personnel Office.

When a position becomes available, the hiring supervisor will contact the most senior employee with a request form on file.

Employee selected for a bidded position has a maximum of 3 days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

**VETERAN'S HOME PROCEDURES**

Employees shall be informed that their requests must be submitted to the hiring supervisor. All requests shall be date stamped and kept on file until an employee is placed under these provisions. Personnel Services will provide managers with a copy of reassignments/transfer requests to their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language should be included "This position is subject to the Post and Bid requirements for Bargaining Unit 15".

Personnel Services will determine seniority based on personnel records. The name of the Post and Bid candidate(s) will be provided to the hiring office once the Request for Personnel Action (RPA) has been approved.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, at the Home, the name of the individual selected.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your Personnel Analyst. Your Personnel Analyst will assist you in filling vacancies in compliance with the Post and Bid Provisions.

Steps to follow when filling Vacancies:

- Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE-
- Fill vacancy with request of qualified employee with most seniority, IF NONE-
- Option to fill vacancy by promoting within using valid civil service employment list, IF NONE-
- Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).
- Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this Contract.
- Employees selected through the Post and Bid shall have a maximum of 3 days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. Personnel Services will coordinate/work closely with hiring supervisor.

**F. POST AND BID –California Department of Corrections and Rehabilitation, Juvenile Justice**

Personnel Preferred Post Assignment (PPPA)

With the exclusion of Mountain Camps and Correctional Treatment Centers, PPPA for Unit 15 employees shall be implemented only when an institution has three (3) or more full-time and half-time budgeted positions in the same job classification and where a variety of work schedules (days off, shifts, etc.) exist. Post and Bid shall apply only for employees in each institution to change positions in the same class, tenure and time base.

PPPA shall apply to qualifying Cook Specialist Is, Cook Specialist IIs and Correctional Supervising Cooks who are employed on a full time basis and where there are three (3) or more full-time employees in the same classification. A separate PPPA shall apply to Cook Specialist Is when an institution has three (3) or more half time employees. There shall be eighty percent (80%) of the qualifying Cook Specialist I or Cook Specialist II or Correctional Supervising Cook post assignments at each institution assigned by seniority. The break point will be .6 of the total number of qualifying posts. For example: 11 jobs (80% = 8.8; 20% = 2.2). Therefore, two (2) jobs will be management positions, nine (9) jobs will be PPPA.

A local Joint Labor Management Committee (JLMC) at each facility consisting of six members, three (3) of whom shall be selected by and represent management, and three (3) of whom shall be Unit 15 members, selected by and representing SEIU, Local 1000 shall have overall responsibility for the implementation and maintenance of this procedure.

**ELIGIBILITY**

Participation in the PPPA system is limited to eligible employees. An eligible employee:

- Must be a full-time or half-time Cook Specialist I or Cook Specialist II or Correctional Supervising Cook.
- Seniority scores are determined by total seniority in the classification. Seniority ties are broken by Department service, then by seniority in classification.
- Must be permanently assigned to the institution. Eligible employees may participate only in their institution's PPPAs. There shall be no inter-institution bidding assignments.
- In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain a satisfactory level of performance during the entire bid period.
- In order for a substandard performance evaluation to be applicable under this procedure it must clearly substantiate the performance concerns, in writing, which support the below standard rating in the performance category. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.
- An otherwise eligible employee absent from the worksite during the bid process for such reasons as SDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume duties of such post within one hundred twenty (120) calendar days of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to management.
- In the event the employee is unable to assume the duties within the one hundred twenty (120) calendar days, the employee will be placed in a post at management's discretion. After the one hundred twenty (120) days, the PPPA will be posted.

- Failure of the employee to complete a PPPA bid will result in placing the employee in a post, at management's discretion.

**IMPLEMENTATION**

The effective date for implementation for new post assignments based on the bid results will be completed within 90 days after ratification of the Unit 15 Contract and remain in effect for one year at which time re-bid will occur each January thereafter.

Within thirty (30) days after the ratification of the Unit 15 Contract, no later than sixty (60) days when mutually agreed upon, the local JLMC shall meet to mutually select the 80/20 post assignments.

The initial bid process and any annual bid process will be as follows:

- The seniority bid process will begin at 0800 hours and end at 1900 hours on a date mutually agreed to by the local Union representative and the local management.
- On the bidding day, an employee may place a bid or waive the bid, in seniority order, by one of the following process:
- Meet with the Management Representative and SEIU, Local 1000 Representative at the bidding time in the Food Services Department.
- The employee may place a bid or waive in person and sign the appropriate form, which will also be signed by the SEIU, Local 1000 Representative and the Management Representative.

  Or

- The employee may call a designated telephone number in the Food Services Department during his/her assigned bidding time and place the bid through the SEIU, Local 1000 Representative.
- Should the bid or waiver be done by telephone, the employee must state the choice and post, to the SEIU, Local 1000 Representative and the Management Representative. When they confirm that they heard the same message, they will both sign the appropriate form. The employee will sign the form the next time he/she is in the institution.
- Place the bid by proxy, through the SEIU, Local 1000 Representative, by filling out the proxy form and submitting it to a SEIU, Local 1000 Representative, prior to his/her bid time. Should the bid or waiver be done by proxy, the SEIU, Local 1000 Representative will place the bid or waiver. The interpretation of the employee's proxy is the sole responsibility of the SEIU, Local 1000 Representative.
- The SEIU, Local 1000 Representative and the Management Representative will both sign the appropriate form. The employee will sign the form at his/her next time in the institution.

- Should the employee not place his/her bid during the assigned time, by any of the procedures detailed above, the employee will be considered to have waived his/her bid.

Each time a seniority bid is exercised, the listing of Posts designated for seniority bid posted outside of the Food Services Department bidding room will be changed to indicate shifts that are no longer available.

The following rules apply to the exercise of the right to bid:

- By successfully bidding for a Post, an employee will not be eligible to bid again for a twelve (12) month period.
- If an employee waives his/her bid, he/she will be placed in a position at the discretion of management.
- By waiving the bid, the employee is eligible to bid as seniority bid Post vacancies are announced.
- Management may fill it's 20% prior to the first bid.

  Or

At the conclusion of the bid process, management will fill any vacant or bid management assignments. This will be done in one of two ways as follows:

- Management may offer a management assignment to any individual who has successfully bid a Post. The individual may choose to accept or decline the Management offer. Should an offer be accepted, and a seniority bid Post is vacated, the Post will be available for bid, in seniority order, by any individual who has not exercised his/her bid previously in the process.
- Management will fill any remaining management assignment Post, and any seniority bid Posts that were not bid on, with individuals who waived their bids.
- Any seniority bid Posts that were not bid on, and filled by management, will be re-posted for bid every 90 days (e.g. April, July, October, and January).

A listing of all Cook Specialist Is, Cook Specialist IIs and Correctional Supervising Cooks indicating the final result of the bid process will be published and distributed to within two work days of the bidding day.

Management shall have the discretion to review and redesignate the selected Post assignments. Management retains the right to determine individual duties assigned to positions. Nothing in this agreement shall diminish management's right to carry out departmental goals and objectives or interfere with management's right to meet operational need in making Post assignments. The aforestated will not be done in an arbitrary or capricious manner.

After the initial bid process is completed, vacant positions will revert to management positions.

The local JLMC shall meet to resolve any disputes concerning the post and bid system within 15 workdays of the request.

**TEN PERCENT RULE** (But no less than one full-time position)

This section does NOT apply to those employees subject to adverse action or substandard performance appraisals.

In those instances when it becomes apparent an employee does not possess the knowledge, skills, aptitude, or ability to perform at an acceptable standard in the PPPA to which the employee has bid, a job change memorandum documenting the reasons for reassignment will be prepared by the immediate supervisor and attached to a job change request.

This document must be approved by the employee's second line supervisor and section manager prior to being forwarded to the Food Manager. The approved job change memorandum shall be maintained by the Food Manager and filed in accordance with existing procedures regarding the archiving of all other job change requests and the employee shall be provided a copy of the job change memorandum. Management may then reassign the employee as follows:

- The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post is not counted toward the sixty (60) days.
- The number of these reassignments may not exceed ten percent (10%) of the total PPPA count based on seniority. The Food Manager shall be responsible for maintaining an accurate count of reassignments made under the Ten Percent Rule.
- In the event assignment changes are necessary (within the ten percent [10%] factor allowed), the person being moved from that assignment shall be given a job change into an assignment with the same RDOs and substantially similar start and stop times for the remainder of the bid period.
- If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the JLMC. This grievance must be heard, and a written response provided, by the JLMC within fourteen (14) calendar days. The grievance may not be appealed beyond the JLMC. The filing of a grievance shall not postpone any such removal.

**MAINTENANCE**

After the initial PPPAs have been made, the following steps will be adhered to regarding maintenance of the process:

- Short-term absences of not more than one hundred twenty (120) calendar days from the employee's PPPA, including special assignments, and acting assignments, will not preclude the employee's return to the PPPA.
- If the absence was more than one hundred twenty (120) calendar days, the Appointing Authority may authorize an employee's return to the PPPA if the absence was due to management.

- An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned at management's discretion.
- After one hundred twenty (120) days, all vacated PPPAs, under this section, will be posted.
- When an employee will exceed the one hundred twenty (120) day period to assume their selected PPPA, the employee will be allowed to appeal directly to the Appointing Authority for an extension of the one hundred twenty (120) day period. If the employee can demonstrate that the absence is based upon extenuating circumstances, such as a serious medical condition, the appointing authority may extend the one hundred twenty (120) day period up to one year. Should the Appointing Authority grant the employee's appeal, the PPPA will revert to management until the employee assumes the post. If the employee fails to assume the post prior to the end of the extension, the position will be posted.
- If a PPPA becomes vacant, the position will be posted.

An employee may not be removed from a PPPA based upon the issuance of a WID.

An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will attempt to assign to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.

Any PPPA not bid during the bid day by an eligible employee shall be rebid every 90 days.

With the exception of the above listed criteria, once an employee has successfully been assigned to a PPPA, the employee may only be moved involuntary for cause. As used in this context, cause is restraining orders, workplace violence situations, etc. NOT interpreted as adverse in nature or substandard for purposes of a performance appraisal. The supervisor must document the specific reasons for removing the employee from the PPPA and provide a copy to the employee. The employee must then be placed in a management post with the same RDOs and substantially similar start/stop times. The vacated PPPA will revert to management for assignment purposes until the next bid period. The displaced employee will remain in the management post until the next bid period. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The grievance may not be appealed beyond the Appointing Authority. The grievance shall not postpone any such removal for cause.

If an employee is to be removed from a PPPA, as a result of an adverse action, the removal will be upon the effective date of the adverse action related to job performance (upon the conclusion of the Skelly hearing process and/or time frames associated with that process). Such movement will be to the same shift without regard to RDOs or start/stop times. The vacated PPPA will be posted. The Appointing Authority may exclude the employee from bidding to a specific assignment area in the next bid period.

An employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to management until the next open bid period. Removal of the employee must be approved by the Appointing Authority on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period.

All disputes concerning PPPA issues can be grieved within twenty-one (21) calendar days of notification, directly to the local JLMC. The grievance must be heard, and a written response provided by the local JLMC within fourteen (14) calendar days. If the Union is not satisfied with the response from the local JLMC, the grievance may be appealed to the CDCR Headquarters' JLMC within twenty one (21) calendar days. The grievance may not be appealed beyond the CDCR headquarters. Disputes will be resolved by majority vote.

**G. Post and Bid -- California Science Center (CSC)**

The CSC management shall select thirty percent (30%) of the established Custodian positions (filled or unfilled) and thirty percent (30%) of the established Lead Custodian positions (filled or unfilled) which shall be excluded from the post and bid process and filled by other appropriate means.

The remaining seventy percent (70%) of the established Custodian positions (filled or unfilled) and remaining seventy percent (70%) of the established Lead Custodian positions (filled or unfilled) shall be filled in accordance with the post and bid process for shift assignments as described below.

**PURPOSE AND OBJECTIVES**

This procedure outlines the purpose, goals and objectives in how shift assignments shall be made.

1. RESPONSIBILITY

   The appointing authority shall have overall responsibility for implementation and maintenance of this procedure.

   The appointing authority or the appointing authority's designee will consider input and recommendations from the Joint Labor Management committee (JLMC).

   The JLMC shall consist of an equal number of management and Union representatives (all constituents eligible). The Union representatives may be job stewards provided that the job stewards are from the Custodian or Lead Custodian classifications.

2. METHODS

All bids will be processed based on an eligible employee's established seniority and shift availability.

For the purpose of determining assignments on each work shift, those facilities comprised of multi-facilities will be considered as one entity.

Management retains the right to determine individual duties assigned to shift assignments.

Seniority will be determined by the total seniority working in the classification. Ties will be resolved by comparing total State service. Employees with identical totals will then be resolved by lot.

The post and bid process will be used whenever the Science Center management decides to fill existing or new eligible position vacancies or management determines it is necessary to reconfigure the shift assignments of eligible positions.

3. ELGIBILITY

Eligibility to participate in the Post and Bid program is defined as follows:

An employee must be a permanent full-time Custodian or Lead Custodian. Probationary employees are excluded and will be assigned to any vacant shift assignment after all bid shift assignments have been filled.

An employee must be permanently assigned to and working for the Science Center.

Employees who laterally transfer to the Science Center will be permitted to participate in the Bid process after thirty (30) calendar days.

An otherwise eligible employee absent from the worksite for such reasons as EIDL, SDI, Workers' Compensation, leave of absences, annual military leave, etc., may participate in the bid process.

Employees who are successful in obtaining their bid must assume their shift assignment within sixty (60) calendar days of posting the bid results. Until such time as the employee assumes the shift assignment, the assignment temporarily reverts to management. If the employee is unable to assume the shift assignment within the sixty (60) calendar days, the assignment will be granted to the next most senior eligible bidder.

In order to participate and maintain rights and privileges in this bid process, the employee must maintain an overall acceptable performance rating and not be on an attendance restriction during the entire bid period.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance and/or poor attendance concerns in writing.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve (12) months preceding the submission of a bid. The final decision to exclude an employee from bidding will be made by the appointing authority and the employee shall be notified in writing.

An employee may be removed from his/her shift assignment after receiving a copy of his/her substandard performance evaluation. The decision to remove an employee from his/her shift assignment must be approved by the appointing authority or designee on a case-by-case basis. The vacated shift assignment will be subject to the post and bid process. If the employee does not receive a substandard performance evaluation within the next twelve (12) months, he/she will again be eligible to participate in the post and bid process.

An employee may be removed from his/her shift assignment upon the effective date of an adverse action (upon the conclusion of the Skelly hearing process).

4. IMPLEMENTATION

Eligible employees may submit bid requests, on a form provided by management, to the appointing authority or designee. Upon receipt, the bid request form will be date stamped and the employee will be given a copy for his/her records. The original bid request form will remain on file until the employee's bid request has been granted or until the employee rescinds it in writing.

Whenever the Science Center management decides to fill an eligible position vacancy, the assignment will be posted for a minimum of ten (10) calendar days at a work site(s) location accessible to all eligible employees. No bids for the posted position will be accepted after the close of business on the second Friday after the initial bid posting.

The most senior eligible employee with a timely bid on file will be offered the posted position. If this person declines the position, it shall be offered to the next most senior eligible employee with a timely bid on file and this order shall continue until the position is accepted by an eligible employee with a timely bid on file.

If all eligible employees with a timely bid on file decline the position, or if no bids for the position are received, it shall be filled by other appropriate means until it becomes vacant again.

No later than the fourth Monday after the initial bid posting, the results of the post and bid will be published and a copy provided to all eligible employees with a timely bid on file.

5. ERRORS

An employee alleging seniority scores computed in error, or any other error in regard to his/her eligibility, shall submit his/her complaint to the CSC Human Resources Department as soon as he/she becomes aware of such error, but in

no case later than five (5) calendar days after the post and bid results have been published.

Errors in favor of the employee will result in necessary adjustment(s). Placement of an employee in the posted assignment due to the discovery and correction of an error shall not be grievable by the employee being replaced.

Employees who have been removed from a bid assignment as a result of a correction to a seniority date or due to management error will be eligible to submit another bid.

6. DISPUTE RESOLUTION

   All disputes concerning these post an bid procedures that are not resolved by management shall be directed to the JLMC for final resolution and shall not be subject to Article 6 contained in the Unit 15 Contract. The JLMC shall be the final level of review. JLMC members who are also Science Center employees shall participate on the Committee without loss of compensation.

## 20.5 Work Assignment or Shift Changes

A. Unit 15 employees who are not covered by a Post and Bid Agreement and who request a work assignment or shift change not involving a geographic relocation shall submit a written request to the facility/program management or designee. When the employer determines that a vacancy in the requested work assignment or shift is available, employees with written requests on file shall be considered and the decision to grant or deny the request shall only be based on the following factors:

   - Permanent status;
   - The needs of the students, clients, patients, wards, inmates, etc;
   - Skills and abilities;
   - Needs of the facility, including security and safety;
   - Staffing requirements;
   - Satisfactory performance and attendance;
   - Seniority.

   Such requests shall not be unreasonably denied and all written requests shall remain on file until granted or withdrawn by the employee.

B. If two (2) or more employees request the same assignment or shift and meet the above qualifications, the most senior employee will be granted the position.

# ARTICLE 21 – MISCELLANEOUS

## 21.1 Telecommute/Telework Program

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

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the 2010 Statewide Telework Model Program.

C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

E. Upon written request, no more than once each fiscal year, representatives of the Department of Personnel Administration will meet with three (3) representatives of SEIU, Local 1000 to discuss improvements to the 2010 Statewide Telework Model Program. Union representatives shall serve without loss of State compensation for this meeting.

## 21.2 Electronic Monitoring

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under article 6.

## 21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the

Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

   a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and

   b. A second medical examination is authorized and conducted; and

   c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

   a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;

   b. The employee has a valid, current medical certification acceptable to DMV;

   c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:

   a. The examination is scheduled during the employee's scheduled work hours; and

   b. The examination does not interfere with the operational needs of the department.

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

## *ARTICLE 22 AND ARTICLE 23 INTENTIONALLY EXCLUDED*

## ARTICLE 24 – ENTIRE AGREEMENT AND DURATION

### 24.1 Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

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

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

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

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

C. The DPA will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

## 24.2 Duration

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall be July 1, 2010 to July 1, 2013.
B. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

## 24.3 Continuous Appropriations

The State and SEIU agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic terms of this agreement through July 1, 2013. This will maintain employee salaries and benefits in case of an untimely budget.

# SIDE LETTERS

## Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Unit 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees in the CDE.

## Side Letter #2 – Streamlining the State Safety Retirement Process

A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code Section 18717.

B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in Unit 15 that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the State Personnel Board of the appropriate parenthetical safety classes.

## Side Letter #3 – Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

## Side Letter #4 - Access Agreement

**Date:** March 5, 2007

**To:** State of California Department Heads and Labor Relations Officers
SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives

**From:** **Julie Chapman**
**Deputy Director of Labor Relations**
**Labor Relations Division**
**Department of Personnel Administration**
**(916) 324-0476 FAX (916) 322-0765**

**Michael Baratz**
**Chief of Staff**
**Service Employees International Union, Local 1000**
**(916) 326-4222 FAX (916) 326-4215**

**Subject:** Sideletter Regarding Access

Over the last two years, the State of California and SEIU, Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the Department of Personnel Administration and SEIU, Local 1000.

As with all agreements, both sides had to compromise. This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues
- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this agreement in the spirit in which it was negotiated. There will be joint training provided on the agreement at a date still to be determined.

Attachment

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1515 "S" Street, North Building, Suite 400, Sacramento CA 95814-7243
www.dpa.ca.gov

**Sideletter to the Collective Bargaining Agreement between the State of California and the SEIU Local 1000, Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 regarding access**

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and union representatives are encouraged to discuss/resolve access problems if they arise.

The union shall provide advance notice of its intent to visit worksites. Departments shall notify the union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the union.

The union has the right to distribute information where represented employees work. The union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the union and its members.

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

| | |
|---|---|
| Jacquelyn Sanders, Labor Relations Officer<br>Department of Personnel Administration | (916) 324-0476 |
| Michael Baratz, Chief of Staff<br>SEIU, Local 1000 | (916) 326-4222 |
| or | |
| Paul Harris, Chief Counsel<br>SEIU, Local 1000 | (916) 326-4208 |

In the event that agreement cannot be reached between the DPA and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

Jacquelyn Sanders 2/27/07
Jacquelyn Sanders
Labor Relations Officer
Department of Personnel Administration

Yvonne Walker
Yvonne Walker
Vice President, Bargaining
SEIU Local 1000

Jeannette Williams Gipson 2/27/07
Jeannette Williams Gipson
Labor Relations Officer
Department of Personnel Administration

Marc Bautista
Vice President, Organizing & Representation
SEIU Local 1000

Julie Chapman 2/27/07
Julie Chapman
Deputy Director, Labor Relations
Department of Personnel Administration

Michael Baratz
Michael Baratz
Chief of Staff
SEIU Local 1000

Lori Green 2/27/07
Lori Green
Legal Counsel
Department of Personnel Administration

## Side Letter #5 – Furlough

Due to the savings achieved through this contract, the State shall not implement a new furlough program during the 12 months employees participate in the Personal Leave Program (PLP) 2010.

## Side Letter #6 – Maintenance and Service Occupational Trainees (MSOT's) Class Code 9992

The State and Union agree that the Maintenance and Service Occupational Trainees – Class Code 9992 are Civil Service employees and that Bargaining Unit 15 is their exclusive representative pursuant to the California Constitution – article 7, section 1(a), Government Code sections 3513 (c) and 19815 and PERB Regulation 32781.

## Side Letter #7 – Custodian Classification Study

The State agrees to establish a Joint/Labor Management Committee to study the Custodian classifications. Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites. The committee shall have an equal number of representatives from the State and the Union and shall convene within no less than one hundred-twenty (120) days of the ratification of the Contract by both parties. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. Any recommendations resulting from this study are subject to approval from both parties.

## Side Letter #8 – Call In Procedures

Employees will call in to their immediate supervisor, or if unreachable, the designee of the immediate supervisor. Department call In procedures shall be submitted, in writing, to all employees. Written procedures must include the phone number of the designee for any time of the day.

## Side Letter #9 – Grievances Related to Old Section 14.8

All grievances filed prior to July 1, 2003 related to section 14.8.15 in the 2002-2003 contract will be remanded back to the department for resolution in accordance with the Settlement Agreement reached August 29, 2003 between the DGS and the Union.

# ADDENDUM I

## Time off for Victims of Domestic Violence

**State of California**

**M E M O R A N D U M**

**DATE:** June 20, 2001

**TO:** PERSONNEL MANAGEMENT LIAISONS **REFERENCE CODE:** 2001-025

**THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:**

Employee Relations Officers
Personnel Officers

**FROM:** **Department of Personnel Administration**
**Policy Development Office**

**SUBJECT:** Time Off for Victims of Domestic Violence

**CONTACT:** Charlotte Gehringer, Personnel Management Analyst
(916)323-6938
FAX: (916) 324-9393
Email: CharlotteGehringer@dpa.ca.gov

The purpose of this memo is to notify departments of an addition to existing law regarding time off for an employee who is a victim of domestic violence.

Effective January 1, 2001, Assembly Bill 2357 added Section 230.1 to the Labor Code to specify that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act of 1993.

The provisions of this bill apply to the State as an employer and to State employees. The entitlement of any employee under this law shall not be diminished by a collective bargaining agreement.

If you have any questions, please contact Charlotte Gehringer at (916) 323-6938.

Bob Painter, Chief
Policy Development Office

# SALARY SCHEDULE

**CIVIL SERVICE SALARY SCHEDULE DATA FOR BU 15 - SORTED BY CLASSIFICATION TITLE AND ALTERNATE RANGE**

**BARGAINING UNIT 15**

| CLASSIFICATION TITLE | SCHEM CD | CLASS CODE | ALT RG | MINIMUM SALARY | MAXIMUM SALARY | WWG | 3% INCREASE 07/01/2013 |
|---|---|---|---|---|---|---|---|
| ARMORY CUSTODIAN I | DA40 | 1956 | | 2,252.00 | 2,737.00 | 2 | 2,819.00 |
| ARMORY CUSTODIAN II | DA30 | 1953 | | 2,425.00 | 2,944.00 | 2 | 3,032.00 |
| ARMORY CUSTODIAN III | DA20 | 1950 | | 2,832.00 | 3,441.00 | 2 | 3,544.00 |
| ASSISTANT SEAMER | DE60 | 2079 | | 2,215.00 | 2,693.00 | 2 | 2,774.00 |
| BAKER I | DJ90 | 2223 | A | 2,659.00 | 3,233.00 | 2 | 3,330.00 |
| BAKER I | DJ90 | 2223 | F | 2,215.83 | 2,694.17 | 2 | 2,775.00 |
| BAKER I -CORRECTIONAL FACILITY- | DJ95 | 2224 | | 2,659.00 | 3,233.00 | 2 | 3,330.00 |
| BAKER II | DJ80 | 2220 | | 2,899.00 | 3,524.00 | 2 | 3,630.00 |
| BAKER II -CORRECTIONAL FACILITY- | DJ85 | 2221 | | 2,899.00 | 3,524.00 | 2 | 3,630.00 |
| BARBER -CORRECTIONAL FACILITY- | DE85 | 2086 | | 2,471.00 | 3,002.00 | 2 | 3,092.00 |
| BARBERSHOP MANAGER | DE70 | 2083 | | 2,659.00 | 3,233.00 | 2 | 3,330.00 |
| BEAUTY SHOP MANAGER | DF10 | 2091 | | 2,659.00 | 3,233.00 | 2 | |

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|---|---|---|---|---|---|---|---|
| | | | | | | | 3,330.00 |
| BUTCHER-MEAT CUTTER II -CORRECTIONAL FACILITY- | DK15 | 2245 | | 2,899.00 | 3,524.00 | 2 | 3,630.00 |
| COOK SPECIALIST I | DJ40 | 2185 | A | 2,378.00 | 2,891.00 | 2 | 2,978.00 |
| COOK SPECIALIST I | DJ40 | 2185 | F | 1,981.67 | 2,409.17 | 2 | 2,481.00 |
| COOK SPECIALIST I (CORRECTIONAL FACILITY) | DJ45 | 2187 | | 2,378.00 | 2,891.00 | 2 | 2,978.00 |
| COOK SPECIALIST II | DJ30 | 2184 | A | 2,659.00 | 3,233.00 | 2 | 3,330.00 |
| COOK SPECIALIST II | DJ30 | 2184 | F | 2,215.83 | 2,694.17 | 2 | 2,775.00 |
| COOK SPECIALIST II (CORRECTIONAL FACILITY) | DJ35 | 2186 | | 2,659.00 | 3,233.00 | 2 | 3,330.00 |
| COOK, CALIFORNIA CONSERVATION CORPS | DJ38 | 2189 | | 2,559.00 | 3,108.00 | 2 | 3,201.00 |
| CORRECTIONAL SUPERVISING COOK (CORRECTIONAL FACILITY) | DJ25 | 2183 | A | 2,899.00 | 3,526.00 | 2 | 3,632.00 |
| CORRECTIONAL SUPERVISING COOK (CORRECTIONAL FACILITY) | DJ25 | 2183 | C | 3,200.00 | 3,892.00 | 2 | 4,009.00 |
| CORRECTIONAL SUPERVISING COOK (CORRECTIONAL FACILITY) | DJ25 | 2183 | S | 2,901.00 | 3,528.00 | 2 | 3,634.00 |
| CORRECTIONAL SUPERVISING COOK (CORRECTIONAL FACILITY) | DJ25 | 2183 | U | 3,203.00 | 3,894.00 | 2 | 4,011.00 |
| CUSTODIAN | DC40 | 2011 | A | 2,098.00 | 2,549.00 | 2 | 2,625.00 |
| CUSTODIAN | DC40 | 2011 | F | 1,748.33 | 2,124.17 | 2 | 2,188.00 |
| CUSTODIAN (CORRECTIONAL FACILITY) | DC45 | 2006 | | 2,098.00 | 2,549.00 | 2 | 2,625.00 |
| CUSTODIAN LIMITED SERVICE | DC50 | 2017 | | 2,098.00 | 2,549.00 | 2 | 2,625.00 |
| ELEVATOR OPERATOR | DD70 | 2034 | | 2,098.00 | 2,549.00 | 2 | 2,625.00 |

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| EXECUTIVE RESIDENCE HOUSEKEEPER, DEPARTMENT OF GENERAL SERVICES | DC60 | 2049 | | 2,215.00 | 2,693.00 | 2 | 2,774.00 |
| FACILITY ENVIRONMENTAL AUDIT TECHNICIAN | DC69 | 2097 | | 2,504.00 | 3,047.00 | 2 | 3,138.00 |
| FOOD SERVICE SUPERVISOR I | DK40 | 2258 | A | 2,471.00 | 3,002.00 | 2 | 3,092.00 |
| FOOD SERVICE SUPERVISOR I | DK40 | 2258 | S | 2,473.00 | 3,005.00 | 2 | 3,095.00 |
| FOOD SERVICE TECHNICIAN I | DK60 | 2194 | A | 2,065.00 | 2,507.00 | 2 | 2,582.00 |
| FOOD SERVICE TECHNICIAN I | DK60 | 2194 | F | 1,720.83 | 2,089.17 | 2 | 2,152.00 |
| FOOD SERVICE TECHNICIAN I (CORRECTIONAL FACILITY) | DK65 | 2196 | | 2,065.00 | 2,507.00 | 2 | 2,582.00 |
| FOOD SERVICE TECHNICIAN II | DK50 | 2193 | A | 2,215.00 | 2,693.00 | 2 | 2,774.00 |
| FOOD SERVICE TECHNICIAN II | DK50 | 2193 | F | 1,845.83 | 2,244.17 | 2 | 2,311.00 |
| FOOD SERVICE TECHNICIAN II (CORRECTIONAL FACILITY) | DK55 | 2195 | | 2,215.00 | 2,693.00 | 2 | 2,774.00 |
| FOOD SERVICE WORKER I (SAFETY) | DK61 | 2198 | A | 2,065.00 | 2,507.00 | 2 | 2,582.00 |
| FOOD SERVICE WORKER I (SAFETY) | DK61 | 2198 | F | 1,720.83 | 2,089.17 | 2 | 2,152.00 |
| FOOD SERVICE WORKER II/SF | DK51 | 2199 | A | 2,215.00 | 2,693.00 | 2 | 2,774.00 |
| FOOD SERVICE WORKER II/SF | DK51 | 2199 | F | 1,845.83 | 2,244.17 | 2 | 2,311.00 |
| FORESTRY COOK I | DJ60 | 2203 | | 2,297.00 | 2,792.00 | 2 | 2,876.00 |
| FORESTRY COOK II | DJ50 | 2202 | | 2,471.00 | 3,002.00 | 2 | 3,092.00 |
| HOSPITAL WORKER | TN80 | 8141 | | 2,134.00 | 2,591.00 | 2 | 2,669.00 |
| HOSPITAL WORKER (SAFETY) | TN81 | 8146 | | 2,134.00 | 2,591.00 | 2 | |

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|---|---|---|---|---|---|---|---|
| | | | | | | | 2,669.00 |
| HOUSEKEEPER | DD20 | 2043 | A | 2,098.00 | 2,549.00 | 2 | 2,625.00 |
| HOUSEKEEPER | DD20 | 2043 | F | 1,748.33 | 2,124.17 | 2 | 2,188.00 |
| LAUNDERER | DG50 | 2119 | | 2,215.00 | 2,693.00 | 2 | 2,774.00 |
| LAUNDERER ASSISTANT | DG60 | 2122 | | 2,065.00 | 2,507.00 | 2 | 2,582.00 |
| LAUNDRY SUPERVISOR I -CORRECTIONAL FACILITY- | DG35 | 2114 | A | 2,559.00 | 3,109.00 | 2 | 3,202.00 |
| LAUNDRY SUPERVISOR I -CORRECTIONAL FACILITY- | DG35 | 2114 | S | 2,560.00 | 3,113.00 | 2 | 3,206.00 |
| LAUNDRY SUPERVISOR II -CORRECTIONAL FACILITY- | DG25 | 2111 | A | 3,016.00 | 3,668.00 | 2 | 3,778.00 |
| LAUNDRY SUPERVISOR II -CORRECTIONAL FACILITY- | DG25 | 2111 | S | 3,018.00 | 3,670.00 | 2 | 3,780.00 |
| LAUNDRY WORKER | DG40 | 2116 | | 2,297.00 | 2,792.00 | 2 | 2,876.00 |
| LAUNDRY WORKER -CORRECTIONAL FACILITY- | DG45 | 2117 | | 2,297.00 | 2,792.00 | 2 | 2,876.00 |
| LEAD CUSTODIAN | DC30 | 2003 | | 2,252.00 | 2,737.00 | 2 | 2,819.00 |
| LEAD CUSTODIAN (CORRECTIONAL FACILITY) | DC35 | 2005 | | 2,252.00 | 2,737.00 | 2 | 2,819.00 |
| LEAD SECURITY GUARD | DB40 | 1984 | | 2,252.00 | 2,737.00 | 2 | 2,819.00 |
| MAINTENANCE AND SERVICE OCCUPATIONAL TRAINEE | DD60 | 9992 | | 1,899.00 | 2,092.00 | 2 | 2,155.00 |
| MOTION PICTURE OPERATOR | MD90 | 2888 | | 15.35 | 16.00 | 2 | 16.48 |
| MUSEUM CUSTODIAN | DC85 | 2042 | A | 2,173.00 | 2,639.00 | 2 | 2,718.00 |
| MUSEUM CUSTODIAN | DC85 | 2042 | B | 2,335.00 | 2,835.00 | 2 | 2,920.00 |

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| SEAMER | DE50 | 2076 | A | 2,559.00 | 3,108.00 | 2 | 3,201.00 |
| SEAMER | DE50 | 2076 | F | 2,132.50 | 2,590.00 | 2 | 2,668.00 |
| SEAMER -CORRECTIONAL FACILITY- | DE55 | 2077 | | 2,559.00 | 3,108.00 | 2 | 3,201.00 |
| SECURITY GUARD | DB50 | 1985 | | 2,173.00 | 2,639.00 | 2 | 2,718.00 |
| SECURITY GUARD, DEPARTMENT OF DEVELOPMENTAL SERVICES | VC39 | 1939 | | 2,253.00 | 2,737.00 | 2 | 2,819.00 |
| SERVICE ASSISTANT (CUSTODIAN) | DC55 | 2016 | | 1,965.00 | 2,388.00 | 2 | 2,460.00 |
| SERVICE ASSISTANT (FOOD) | DK68 | 2197 | | 1,909.00 | 2,320.00 | 2 | 2,390.00 |
| SERVICE ASSISTANT (HOSPITAL) | TM25 | 8256 | | 1,965.00 | 2,388.00 | 2 | 2,460.00 |
| SERVICE ASSISTANT (LAUNDRY) | DG70 | 2124 | | 1,909.00 | 2,320.00 | 2 | 2,390.00 |