



Agreement

between

State of California

and

California Association of Highway Patrolmen (CAHP)

covering

**BARGAINING UNIT 5
HIGHWAY PATROL**

Effective

July 3, 2006 through July 2, 2010

TABLE OF CONTENTS

California Association of Highway Patrolmen (CAHP)

BU 5

PREAMBLE..... 1

ARTICLE I - RECOGNITION..... 1

 1. Recognition 1

ARTICLE II - ORGANIZATIONAL SECURITY 1

 2. Dues Deduction..... 1

 3. CAHP Rights 2

ARTICLE III - STATE'S RIGHTS..... 6

 4. Management Rights 6

ARTICLE IV - GENERAL PROVISIONS..... 7

 5. No-Strike 7

 6. Severance Clause 7

 7. Legislation 7

 8. Printing and Distribution of Memorandum of Understanding..... 7

ARTICLE V - GRIEVANCE, ARBITRATION, COMPLAINT AND DISCIPLINARY PROCEDURES..... 8

 9. Grievance Procedure 8

 10. Arbitration Procedure 10

 11. Complaint Procedure..... 11

 12. Minor Discipline 13

 13. Informal Dispute Resolution (IDR)..... 15

 14. Public Safety Officer Bill of Rights (POBR) 17

ARTICLE VI - SALARIES..... 17

 15. Salary Definitions 17

 16. Eight and One-Half Hour Work Day 18

 17. Merit Salary Adjustments 19

 18. Bilingual Pay..... 19

 19. Canine Pay..... 19

 20. Educational Incentive Pay 19

 21. Field Training Officer Pay..... 20

22. Investigator Pay.....	20
23. Motorcycle Pay.....	21
24. Paramedic Pay.....	21
25. Night Shift Pay.....	21
26. Officer in Charge (OIC) Pay.....	22
27. Physical Performance Program (PPP) Incentive Pay.....	22
28. Senior CHP Officer Pay.....	23
29. Business Calls.....	23
30. Hours of Work and Overtime.....	23
31. Voluntary Overtime.....	27
32. Reimbursable Services Contract Overtime Short Notice Cancellation.....	27
33. Short Notice Court Cancellation.....	28
34. Standby Pay.....	29
35. Payroll Errors.....	29
36. Pre and Post Shift Work Activities Outside Regularly Scheduled Shifts.....	29
ARTICLE VII - RETIREMENT BENEFITS.....	30
37. Retirement Benefits.....	30
38. Pre-Retirement Alternate Death Benefit.....	32
39. Traumatic Disability Retirement Benefit.....	33
ARTICLE VIII - HOLIDAYS.....	35
40. Holiday-in-Lieu.....	35
ARTICLE IX - LEAVES.....	36
41. Vacation Leave.....	36
42. Sick Leave.....	37
43. Annual Leave.....	38
44. Bereavement Leave.....	40
45. Parental Leave.....	41
46. Catastrophic Leave.....	41
47. Mentoring Leave.....	42
48. Voluntary Personal Leave Program.....	43
49. Transfer of Leave Credits Between Family Members.....	45
50. Recruitment Time Off Incentive.....	46
51. Family Medical Leave Act.....	47
ARTICLE X - HEALTH AND WELFARE.....	47

52. Health Benefits	47
53. Rural Subsidy	48
54. Dental Benefits	49
55. Vision Benefits.....	50
56. Health Promotion Activities.....	50
57. FlexElect Program.....	51
58. Workplace Violence Prevention.....	52
59. Non-Industrial Disability Insurance	52
60. Financial Assistance for Active Member Death.....	54
61. Financial Assistance for Survivors of Officers Killed in the Line of Duty	54
62. Counseling Services.....	54
63. Survivor's Benefits.....	54
64. Retirement Seminar	55
ARTICLE XI - ALLOWANCES AND REIMBURSEMENTS	55
65. Uniform Allowance	55
66. Boot Allowance.....	56
67. Business and Travel.....	57
68. Commute Program	62
69. Education Tuition Reimbursement	63
ARTICLE XII - SAFETY AND POLICE PROTECTIVE EQUIPMENT	63
70. Safety and Police Protective Equipment	63
ARTICLE XIII - PHYSICAL PERFORMANCE PROGRAM.....	65
71. Physical Performance Program.....	65
ARTICLE XIV - PERFORMANCE STANDARDS AND APPRAISALS.....	66
72. Performance Standards and Appraisals.....	66
ARTICLE XV - MEDICAL EXAMINATIONS	66
73. Medical Examinations	66
ARTICLE XVI - SUBSTANCE ABUSE	67
74. Substance Abuse	67
ARTICLE XVII - RELEASE TIME FOR STATE CIVILSERVICE EXAMINATIONS.....	68
75. Release Time for State Civil Service Examinations	68
ARTICLE XVIII - COMMITTEES	68
76. Alternate Work Week Committee	68
77. Disease Management Committee	68

ARTICLE XIX - ENTIRE AGREEMENT 68
78. Entire Agreement 68
ARTICLE XX - DURATION 69
79. Duration..... 69
SIDE LETTER 1 – ALLOWANCES AND REIMBURSEMENTS 70

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or employer, pursuant to Government Code Sections 19815.4 and 3517, and the CALIFORNIA ASSOCIATION OF HIGHWAY PATROLMEN, hereinafter referred to as CAHP, has as its purpose the promotion of harmonious labor relations between the State and CAHP; 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 "Agreement" as used herein means the written agreement provided under Government Code Section 3517.5.

ARTICLE I - RECOGNITION

1. Recognition

- a. Pursuant to Public Employment Relations Board (PERB) decision S-SR-5, the State recognizes CAHP as the exclusive negotiating agent for all employees in the Law Enforcement Unit 5.
- b. Pursuant to Government Code Sections 19815.5 and 3517, CAHP recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

ARTICLE II - ORGANIZATIONAL SECURITY

2. Dues Deduction

- a. It is the intent of this section to provide for payroll deductions of CAHP members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to CAHP all authorized deductions from all CAHP members who have signed an approved authorization card for such deductions on a form provided by CAHP, less necessary administrative costs incurred by the State Controller.
 - (1) The written authorization for CAHP dues deductions shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from CAHP by sending a signed withdrawal letter to CAHP within thirty calendar days prior to the expiration of this Agreement.
 - (2) The amount of dues deducted from CAHP members' pay warrants shall be set by CAHP and changed by the State upon written request of CAHP.
 - (3) CAHP agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check off for CAHP dues.

- b. The dues deduction provisions of this article shall continue to pertain and be complied with by the State with regard to those employees who are promoted into excluded classes or positions unless the employee elects to withdraw, or when any employee is transferred, promoted, or demoted from one bargaining unit to another where CAHP is the exclusive bargaining agent.
- c. Upon request by CAHP, the State shall provide the names, addresses, and identification numbers of all employees covered by this Agreement where permitted by law. It is agreed that the State shall provide each such employee the opportunity to request that his/her home address not be divulged to CAHP. CAHP agrees to pay any necessary administrative cost incurred by the State Controller.

3. CAHP Rights

- a. It is understood by the parties that CAHP has the following rights:
 - (1) To represent its members before the State regarding wages, hours, and other terms and conditions of employment.
 - (2) To receive timely written notice of changes to, or adoption of, any rule or regulation directly relating to wages, hours, and other terms and conditions of employment.
- b. Area/Section Commanders shall maintain their current practice of scheduling shifts and days off. Area/Section Commanders may, at the request of the CAHP Area Representative, or as a result of operational needs, provide for changes in the methods of scheduling shifts and days off, providing the policy in HPM 9.1, Employee Relations Manual, Chapter 11, is followed. If a request is made by the CAHP Area Representative to make changes in the current practice of scheduling shifts and days off, the Commander shall meet and confer to discuss the requested changes.
- c. CAHP Representative Designation:
 - (1) The State agrees to recognize CAHP Representatives for the purpose of representing employees on all matters relating to the administration of this Agreement, and upon request of an employee on Adverse Actions and other matters which may be, or are, on appeal to the State Personnel Board.
 - (2) An authorized CAHP Representative refers to a California Highway Patrol (CHP) Officer designated as a CAHP Director, Defense Representative, Area Representative, Alternate Area Representative, or a paid staff member.

- (3) The CAHP shall provide to the Department a written list of CAHP Representatives, broken down by work location and designated area of primary responsibility, within thirty days of the effective date of this Agreement. This list shall be promptly updated by the CAHP as changes of CAHP Representatives occur. The Department shall recognize changes in Representative designations upon notification by the CAHP. A CAHP Representative's "area of primary responsibility" shall be the Division, Area, Section or Bureau which is the employee's assigned work location. Directors, paid staff, and defense representatives may be called upon to represent members statewide. However, if this representation is outside of the CAHP Representative's area of primary responsibility, it shall not be on state release time except as otherwise provided in this Agreement.

There shall be no more than one Area Representative and one Alternate Area Representative per work location.

- d. CAHP Representatives shall have access to employees to represent them pursuant to c.(1) above. The following limitations to access will apply:
 - (1) A CAHP Representative desiring access to a work location must state the purpose and request approval from the Area Commander or his/her representative within a reasonable amount of time prior to an intended visit.
 - (2) The Area Commander or his/her representative may restrict access for reasons of safety, security or operational needs.
 - (3) The CAHP agrees that its Representative will not interfere with Department operations.
 - (4) If a requested visit is denied, or access is restricted, other reasonable accommodations shall be made.
 - (5) An employee designated as an authorized CAHP Representative must obtain permission from his/her immediate supervisor or designee to engage, during duty hours, in business relating to this Agreement. In no instance shall the designee be a CAHP Representative. Permission to engage in such activity shall be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.
- e. Representative Time Off
 - (1) Upon request of an employee, a CAHP Representative shall be allowed up to four hours of release time to assist the employee on a grievance or complaint at each level of the grievance/complaint procedure, provided it is in the CAHP Representative's designated area of primary responsibility. This time may be extended with approval of the commander of the Office of Employee Relations.
 - (2) Upon request of the CAHP, the grievant or a CAHP Representative shall be allowed up to eight hours of release time to assist the CAHP in preparing for arbitration. In no event will more than one individual be provided release time per arbitration. This time may be extended with approval of the commander of the Office of Employee Relations.

- (3) Upon request of an employee, a CAHP Representative shall be allowed up to four hours of release time to review an Adverse Action file and to assist the employee in preparation and presentation of the "Skelly" response, provided it is in the CAHP Representative's designated area of primary responsibility. This time may be extended with the approval of the commander of the Office of Employee Relations.
- (4) Upon request of an employee, a CAHP Representative shall be allowed release time to assist the employee during an Adverse Action interrogation. If representation is provided as a result of an internal investigation at a time other than the CAHP Representative's regularly scheduled shift, the regularly scheduled shift for the CAHP Representative shall be adjusted for the time actually spent in representation.
- (5) If the representation is provided as a result of an internal investigation and is outside of the CAHP Representative's area of primary responsibility, the only release time allowed will be the actual time spent in the interview. Exceptions to this provision will require approval from the commander of the Office of Employee Relations.
- (6) The CAHP may request a reimbursable paid leave of absence for a CAHP Representative which may be granted at the discretion of the affected Department head or his/her designee in accordance with the following:
 - (a) A reimbursable paid leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
 - (b) CAHP agrees to reimburse the Department for the full amount of the affected employee's salary, plus an additional amount up to 31 percent of the affected employee's salary, for all the time the employee is off on a reimbursable paid leave.
 - (c) The affected employee shall have no right to return from a reimbursable paid leave earlier than the agreed upon date without the approval of the employee's appointing power.
 - (d) Except in emergencies or layoff situations, a reimbursable paid leave shall not be terminated by the Department head or his/her designee prior to the expiration date.
 - (e) Employees on a reimbursable paid leave shall suffer no loss of compensation or benefits.
 - (f) Whether or not time for a reimbursable paid leave is counted for merit purposes shall be determined by the State Personnel Board (SPB) and such determination shall not be grievable or arbitrable.
 - (g) Employees on reimbursable paid leave under this provision and CAHP shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

(h) In the event an employee on a reimbursable paid 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 reimbursable paid leave, CAHP 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.

(7) CAHP shall be granted the following:

- (a) The State shall contribute 4,000 hours per year to the CAHP Release Time Bank.
- (b) Reasonable release time for meet and confer sessions between the CAHP and CHP management for the purposes related to the administration of this Agreement.
- (c) Reasonable release time to attend meetings of established committees including, but not limited to, Department Occupational Safety Board, Motor Vehicle Advisory Board, and Department Uniform Committee.
- (d) Continuation of the existing practice for the use of informal leave (dock time) for CAHP business.
- (e) An employee using release time as specified in this Section, shall report such time by use of the CHP 610, Representation Reporting.

(8) Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a representative of the CAHP on representational matters at the work site in accordance with e.(1), (2), (3), and (5) above during working hours, subject to approval of the employee's supervisor.

f. Personnel Files

With an employee's written consent, an authorized CAHP Representative shall be permitted, upon request, to inspect the employee's official Department personnel file during normal business hours. Such review shall not interfere with the normal business of the Department. Other existing rules relating to personnel folders shall remain in effect.

g. Distribution of Literature

(1) The CAHP may use existing employee organization bulletin boards to post information or materials concerning the following subjects:

- (a) Notices and results of any official Association Committee or Board of Director's Meeting.
- (b) Notices of Association elections and their results.
- (c) Notices of Association recreational and social events.
- (d) Notices of other official Association business.

- (2) Upon mutual agreement between an authorized CAHP Representative and the Department, CAHP bulletin boards may be installed at reasonable locations. When required, CAHP shall reimburse the State for additional costs incurred.
- (3) Any materials posted shall be dated and initialed by the CAHP Representative, and a copy of all materials posted provided to the Area Commander or his/her representative at the time of posting. The CAHP agrees that any materials posted or distributed at the work location will not be obscene, libelous, defamatory, or of a partisan political nature.
- (4) The CAHP may distribute CAHP literature before or after work hours or during meal periods in areas in which work is not being conducted.

h. Use of State Facilities

The Department will permit CAHP to use State facilities for membership meetings and conferences, upon reasonable advance notice to the appropriate Department representative, and subject to operating needs of the Department. CAHP shall reimburse the Department for additional expenses incurred as a result of CAHP use of such State facilities.

i. Use of State Telephones

Upon request, CAHP Representatives shall have access without cost to state telephones to conduct employee relations business provided, however, the use of state telephones shall not result in toll charges or interfere with the operation of the facility or office.

ARTICLE III - STATE'S RIGHTS

4. Management Rights

- a. Except for those rights which are expressly abridged or limited by this Agreement, all rights are reserved to the State.
- b. Consistent with this Agreement, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of state operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion; to layoff, assign, schedule, and train employees; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- c. This article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in state employment, nor limit the rights of state civil service employees provided by Article VII of the State Constitution or by-laws and rules enacted thereto.

ARTICLE IV - GENERAL PROVISIONS

5. No-Strike

- a. During the term of this Agreement, neither CAHP nor its agents or 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. CAHP agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.
- c. The State may discharge, suspend, demote, or otherwise discipline any employee who violates this section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this section.

6. Severance Clause

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

7. Legislation

CAHP will notify DPA of any legislation it sponsors which, to its knowledge, has an effect on this Agreement. DPA will notify CAHP of any legislation it sponsors which, to its knowledge, is within the scope of bargaining.

8. Printing and Distribution of Memorandum of Understanding

- a. CAHP will print, at CAHP expense, sufficient copies of this Memorandum of Understanding to supply a copy to each Unit 5 employee.
- b. One CAHP Representative at each Area office will be allowed four hours of time released from duty to distribute copies and discuss this Memorandum of Understanding. This time may be used in one-half hour increments twice each quarter on a date mutually agreeable by the Area/Section Commander and the CAHP Representative.
- c. CAHP will provide up to 1,000 copies of this Memorandum of Understanding at cost to the State for its use.

ARTICLE V - GRIEVANCE, ARBITRATION, COMPLAINT AND DISCIPLINARY PROCEDURES

9. Grievance Procedure

a. Purpose

- (1) This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
- (2) The purpose of this procedure is:
 - (a) To resolve grievances informally at the lowest possible level.
 - (b) To provide an orderly procedure for reviewing and resolving grievances promptly.

b. Definitions

- (1) A grievance is a dispute of one or more employees, or a dispute between the State and CAHP involving the interpretation, application, or enforcement of the express terms of this Agreement.
- (2) As used in this procedure, the term "immediate supervisor" means the individual identified by the appointing authority who assigns, reviews and directs the work of an employee.
- (3) As used in this procedure, the term "party" means CAHP, an employee, or the State.
- (4) A "CAHP Representative" refers to an employee designated as a CAHP Representative or a paid staff member.

c. Time Limits

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

d. Waiver of Steps

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

e. Presentation

- (1) At any step of the grievance procedure, either party may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CAHP Representative, or both, may attend without loss of compensation.
- (2) Release time shall be administered pursuant to Article II, Section 3.e.(1) of this Agreement.

f. Employee Rights

Each employee retains all rights conferred by Government Code Sections 3515 and 3515.5 (Ralph C. Dills Act).

g. Application

Grievances as defined in b.(1) above, shall be brought through this procedure. Any previous grievance procedure adopted by the State shall not apply to employees covered by this Agreement for any purposes whatsoever.

h. Informal Discussion

An employee grievance initially shall be discussed with the employee's immediate supervisor. This discussion must occur within 21 calendar days of the event or circumstances occasioning the grievance. The immediate supervisor shall give his/her decision or response within seven calendar days of the discussion.

i. Formal Grievance - Level I

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

(a) Twenty-one calendar days after the event or circumstances occasioning the grievance, or

(b) Within seven calendar days of the decision rendered in the informal grievance procedure, whichever is later.

(2) A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by the appointing authority as the first level of appeal.

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

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

j. Formal Grievance - Level II

(1) If the grievant is not satisfied with the decision rendered pursuant to Level I, the grievant may appeal the decision within 14 calendar days to a designated supervisor or manager identified by the appointing authority as the second level of appeal. If the appointing authority or designee is the first level of appeal, the grievant may bypass Level II.

(2) Within 21 calendar days after receipt of the appealed grievance, the person designated by the Department head as the second level of appeal shall respond in writing to the grievance.

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

k. Formal Grievance - Level III

- (1) If the grievant is not satisfied with the decision rendered pursuant to Level II, the grievant may appeal the decision within 14 calendar days to a designated supervisor or manager identified by the appointing authority as the third level of appeal. If the appointing authority or designee is the second level of appeal, the grievant may bypass Level III.
- (2) Within 21 calendar days after receipt of the appealed grievance, the person designated by the Department head as the third level of appeal shall respond in writing to the grievance.

l. Formal Grievance - Level IV

- (1) If the grievant is not satisfied with the decision rendered at Level III, the grievant may appeal the decision within 14 calendar days to the Director of DPA or his/her designee.
- (2) Within 45 calendar days after receipt of the appealed grievance, the Director of DPA or designee shall respond in writing to the grievance.

m. Response

Failure of the grievant to comply with the time limits of this Article shall render the grievance null and void. Failure of the Department or State to respond in a timely manner shall permit the grievance to be filed at the next level.

n. Miscellaneous Provisions

- (1) The parties, upon mutual agreement, may consolidate grievances at any level which address similar issues.
- (2) Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- (3) A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

10. Arbitration Procedure

- a. Only grievances which involve the interpretation, application, or enforcement of the express terms of this Agreement may be appealed to binding arbitration.
- b. Pursuant to a. above, if CAHP is not satisfied with the decision rendered at Level IV, CAHP may appeal the decision to binding arbitration within 30 calendar days of management's final decision. Such referral shall be made by written demand submitted to the Director of DPA or his/her designee.
- c. Selection of Arbitrator
 - (1) An impartial arbitrator shall be selected jointly by the parties within ten working days of receipt of the written demand.

- (2) In the event the parties are unable to agree within the time stated, the arbitrator shall be selected from a panel submitted by the American Arbitration Association or the California State Mediation Service. The arbitrator shall be selected by alternate striking of names until only one is left.
- (3) Notwithstanding any other provisions within this Article, the moving party on an arbitration case shall commence the arbitration within 60 calendar days of the selection of the arbitrator pursuant to (1) or (2) above unless this time is extended by mutual agreement or the selected arbitrator is unavailable to hear the arbitration case within 60 calendar days. Requests for arbitration will not be scheduled during formal collective negotiations unless mutually agreed to by the parties.
- (4) The State and CAHP will use expedited arbitration unless agreed otherwise. Expedited arbitration includes:
 - (a) A requirement that the arbitrator selected render a decision within 60 calendar days of the conclusion of the hearing.
 - (b) No court reporter unless mutually agreed by the parties.
 - (c) No post hearing briefs unless mutually agreed by parties.
- d. Decision
 - (1) The decision of the arbitrator shall be final and binding.
 - (2) The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions.
- e. Costs

The fees and expenses of the arbitrator and the court reporter, if any, shall be shared equally by the parties.
- f. The arbitration provision of this Article is not available to individual employees processing their own grievances.

11. Complaint Procedure

a. Purpose

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

b. Definition

A complaint is a dispute of one or more employees or a dispute between the CAHP and the Department involving the application or interpretation of an existing written rule or policy. This procedure does not cover merit-related issues.

c. Time Limits

Each party involved in the complaint shall act quickly so that the complaint may be resolved promptly. However, with mutual consent of the parties, time limits for any step may be extended.

d. Waiver of Steps

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

e. Presentation

At any step of the complaint procedure, either party may determine it desirable to hold a conference. If a conference is scheduled, the complainant and/or a CAHP Representative may attend without loss of compensation pursuant to Article II, Section 3.e.(1) of this Agreement.

f. Informal Discussion

An employee's complaint initially shall be discussed with the employee's immediate supervisor. This discussion must occur within 21 calendar days of the event or circumstances occasioning the complaint. The immediate supervisor shall give his/her decision or response within seven calendar days of the discussion.

g. Formal Complaint - Level I

(1) If an informal complaint is not resolved to the satisfaction of the complainant, a formal complaint may be filed no later than:

(a) Twenty-one calendar days after the event or circumstances occasioning the complaint, or

(b) Within seven calendar days of the decision rendered in the informal complaint procedure, whichever is later.

(2) A formal complaint shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by the appointing authority as the first level of appeal.

(3) Within 14 calendar days after receipt of the formal complaint, the person designated by the Department head as the first level of appeal shall respond in writing to the complainant.

h. Formal Complaint - Level II

(1) If the complainant is not satisfied with the decision rendered in Level I, the complainant may appeal the decision within 14 calendar days to a designated supervisor or manager identified by the appointing authority as the second level of appeal. If the appointing authority or designee is the first level of appeal, the complainant may bypass Level II.

(2) Within 21 calendar days after receipt of the appealed complaint, the person designated by the Department head as the second level of appeal shall respond in writing to the complainant.

i. Formal Complaint - Level III

- (1) If the complainant is not satisfied with the decision rendered in Level II, the complainant may appeal the decision within 14 calendar days to the Office of the Commissioner. This is the final and last step of the procedure.
- (2) Within 21 calendar days after receipt of the appealed complaint, the Office of the Commissioner shall respond in writing to the complainant.
- (3) The Commissioner or designee shall mail a copy of the complaint and response to CAHP and the complainant.

j. Response

Failure of the complainant to comply with the time limits of this procedure shall render the complaint null and void. Failure of the Department to respond within the time limits shall permit the complainant to file the complaint at the next higher level.

k. Miscellaneous Provisions

- (1) The parties, upon mutual agreement, may consolidate complaints at any level which address similar issues.
- (2) Complaint records shall be filed separately from an employee's personnel file and shall be considered confidential.
- (3) A complainant may withdraw a complaint at any time. The complainant shall not file any subsequent complaint on the same alleged incident.

12. Minor Discipline

- a. The appeal procedure as defined in this Section shall be the exclusive procedure for resolving disputes regarding minor discipline as defined in b. below and shall supersede all other pre-existing procedures.
- b. Where an appointing authority or designee takes a disciplinary action of a suspension without pay for five days or less (excluding formal reprimands) or up to a five percent reduction in pay for five months or less (excluding formal reprimands), the appointing authority or designee shall give the employee written notice of the proposed action. This notice shall be served personally or by regular first class US mail to the employee at least five working days prior to the effective date of the proposed discipline. The notice shall include:
 - (1) A statement of the nature of the discipline.
 - (2) The effective dates of the action.
 - (3) The reasons for the action in ordinary language.
 - (4) A statement advising the employee that he/she may answer orally or in writing.
 - (5) A statement advising the employee of the time within which an appeal must be filed, and the name of the person specified by the State to whom the appeal must be filed.

- (6) A copy of all materials upon which the action is based.
- (7) A statement of the employee's right to respond to a representative of the appointing authority who has the authority to make or recommend a final disciplinary action.
- c. The failure of the appointing authority to comply with the notification requirements in b.(1), (2), (3), (4), (5), (6), and (7) above, will not affect the validity of the action and will refile the charges. At anytime before an employee's appeal is submitted to the adjudication process, the appointing authority may amend the action.
- d. The appellant's representative shall have the right to interview others having knowledge of the acts or omissions upon which the Adverse Action is based.
- e. Any appeal of minor discipline must be filed in writing and received by the person specified by the State in b.(5) above within ten calendar days of the service of the discipline notice. The remedy requested shall be limited to the rescission or modification of the discipline imposed.
- f. An appeal meeting with the appellant and the person specified in b. (7) above shall occur within ten calendar days of the service of discipline notice if requested in the appeal. The purpose of this meeting is to provide the appellant or his/her representative the opportunity to respond to the charges and to present all documents that will be submitted if appealed through this adjudication process.
 - (1) If an appeal meeting occurs, the person specified in b.(7) above shall give the appellant a decision within seven calendar days of the appeal meeting. If no appeal meeting occurs, the person designated by the Department shall respond in writing to the appeal no later than 14 calendar days after receipt of the appeal.
- g. If the appeal is not resolved within 14 calendar days after receipt of the Department response, CAHP may appeal the decision by submitting a written request to DPA. If the CAHP elects not to appeal on behalf of an employee, an employee shall have the right to appeal a minor discipline on his/her own behalf utilizing the procedure described herein without the involvement of the CAHP. In such a case, the employee shall bear half the cost of the adjudicator.
- h. Failure to appeal the discipline within the deadlines specified above renders the grievance void and it shall be dismissed with prejudice.
- i. Selection of Adjudicator:
 - (1) An impartial adjudicator shall be selected from a mutually agreed upon standing panel of three adjudicators preselected by DPA and CAHP. This adjudicator shall serve for at least 12 months.
- j. The adjudicator shall review cases one day each month (or more or less if necessary). The intent of this provision is for the adjudicator to decide multiple cases per day. The State shall send a list of appeals and all case materials to the adjudicator for decision.

- k. The adjudicator's considerations shall solely be based upon the oral presentations and the written documents and materials provided by the State employer and CAHP or the appealing party at the appeal meeting or in the written appeal on notice [b.(6)], or any rebuttal documents submitted no less than thirty calendar days prior to the hearing. Each party may have a reasonable but limited amount of time to present his/her case to the adjudicator and to respond to questions from the adjudicator. Failure of the appellant, appellant's representative, or representative of the appointing authority to attend the session renders the appeal void and withdrawn and may not be refiled unless the appellant, appellant's representative or representative of the appointing authority waives appearance prior to the hearing. If the appellant or the appointing authority waives appearance, the adjudicator shall decide only on the written record.
- l. Neither party has the right to inspect documents, meet or discuss the case with the adjudicator, participate in discovery proceedings, subpoena witnesses or documents, have witnesses testify at or meet with the adjudicator, ask the other party questions at the session, or request a rehearing or reconsideration of the adjudicator's decision. Exceptions to this Section may only be made by mutual agreement by DPA and CAHP in complicated cases in advance of the adjudicator's review.
- m. The adjudicator has the authority to grant or deny the appeal, or reduce the discipline to a lesser action. The decision of the adjudicator is final and binding on all parties and may not be appealed to State Personnel Board. The adjudicator shall not have the power to add to, subtract from, or modify the collective bargaining agreement.
- n. Within two calendar days of the adjudicator's review, the adjudicator shall prepare in writing the disposition of each appeal on a form provided by the State, and a copy shall be provided to CAHP, or the employee appealing on his/her own behalf, and DPA. The State shall submit this decision to SPB for review. The cost of adjudication shall be borne equally between the parties of the case.
- o. Any dispute regarding this section shall be addressed by the adjudicator at the same time the merits of the appeal are considered, and may not be a matter subject to appeal and arbitration, Sections 9 and 10 of this Agreement.

13. Informal Dispute Resolution (IDR)

a. Purpose

To resolve disputes through an informal "meet and confer" process at the lowest possible level all performance related matters not addressed in Article XIV, Section 65, Performance Standards and Appraisals.

b. Definition

(1) The IDR is a dispute resolution process by which an employee's chosen CAHP Representative acts on behalf of the employee utilizing the "meet and confer" process to informally resolve adverse written findings of a citizens' complaint investigation or any adverse comments on performance documents (i.e. CHP 100 forms, Memorandums of Direction, Correction or Findings, Censurable Incident Reports, etc.).

- (2) A “CAHP Representative” refers to an employee designated as a CAHP Representative or a paid staff member.
- (3) Once the IDR process is initiated as the avenue for disputing items mentioned in paragraph (1) above, an employee shall not file a grievance or a complaint on the same matter. However, nothing shall preclude an employee from utilizing the grievance process in lieu of the IDR process if a contract violation exists nor the complaint process if a departmental policy violation exists.

c. Time Limits

Each party involved in the dispute shall act quickly so the dispute is resolved promptly. However, with mutual consent of the parties, time limits for any step may be extended.

d. Presentation

The affected employee does not have the absolute right to attend the “meet and confer” session but may be allowed to participate if the Commander allows.

e. IDR – Level I

(1) An employee’s chosen CAHP Representative may request to “meet and confer” with the Area/Section Commander over written comments considered adverse to the employee’s performance.

(a) This discussion must occur within 21 calendar days of the issuance of the written comments.

(b) Within 21 calendar days of the “meet and confer,” the Area/Section Commander shall render a decision to the CAHP Representative.

f. IDR – Level II

(1) If the dispute is not resolved with the decision rendered by Level I, the dispute may be elevated by the employee or the Area Representative to the employee’s CAHP District Director. The District Director may request to “meet and confer” with the appropriate Division Commander over written comments considered adverse to the employee’s performance.

(a) This discussion must occur within 21 calendar days of the Area/Section Commander’s decision.

(b) Within 21 calendar days of the Level II “meet and confer,” the Division Commander shall render a decision to the CAHP District Director.

g. IDR – Level III

(1) If the Director and/or affected employee is not satisfied with Division response, he/she may request that the item be placed on a formal “meet and confer” agenda, scheduled between the CAHP and the Office of the Commissioner.

(a) This discussion must occur within 21 calendar days of the Division Commander’s Decision.

- (b) Within 21 calendar days of the Level III “meet and confer,” the Office of the Commissioner shall render a decision to the CAHP.
- (2) An employee may withdraw a dispute at any time. The employee shall not file any subsequent disputes on the same alleged incident.
- (3) Level III shall be considered the last level of appeal.

14. Public Safety Officer Bill of Rights (POBR)

- a. The Department and CAHP agree to work jointly on providing training to Department managers and supervisors relative to POBR located in Chapter 9.7, Division 4, Title 1 of the Government Code.
- b. This section is not subject to the grievance or arbitration sections of this contract.

ARTICLE VI - SALARIES

15. Salary Definitions

- a. General Wage Increases

Effective July 1 of each fiscal year covered by the term of this agreement, (July 1, 2007, July 1, 2008, July 1, 2009, and July 1, 2010), the State and CAHP agree to continue providing for general wage increases as required by Government Code 19827. This means that employees shall receive a general salary increase based on the agreed upon difference of weighted average of the total compensation salary survey as referenced in Government Code Section 19827 and the weighted average salary of the total compensation for the CHP Officer using the survey methodology and definitions of total compensation currently in place on the date of this agreement.

- b. CHP Cadet

(1) Training in the Academy will last approximately 27 weeks and will result in a minimum of one-hundred and fifty-two (152) hours of overtime. One-hundred and three (103) of these hours will be compensated with CTO at time and one half. The remaining forty-nine (49) hours will be paid at the regular hourly premium overtime rate. The paid overtime will be paid in evenly divided hourly increments for each month of training. Should the above hours be exceeded, they shall be compensated with CTO.

(2) During the Academy, employees shall be required to use CTO earned as follows:

- (a) Sixteen (16) hours of CTO shall be expended after the first eight (8) weeks of training.
- (b) Sixteen (16) hours of CTO shall be expended after the first sixteen (16) weeks of training.
- (c) Up to eighty (80) hours, but not less than forty (40) hours of CTO shall be expended after graduation from the Academy and prior to reporting to the first assignment after graduation from the Academy.

- (3) The parties enter into this agreement with the understanding that this section fully complies with the Federal Fair Labor Standards Act. Should any subsequent ruling to the contrary be issued by either the Department of Labor or the courts, this agreement shall be null and void and the parties shall meet to re-negotiate this provision.

For the purpose of salary actions pertaining to employees in Unit 5, the following definitions shall apply:

a. Salary Ranges

"Salary range" is the minimum and maximum rate currently authorized for the class
The following salary ranges are applicable to CHP Officers:

- b. "Step" for employees compensated on a monthly basis is a five percent differential above or below a salary rate rounded to the nearest dollar, and for employees compensated on a daily or hourly basis is a five percent differential above or below a rate rounded to the dollar and cents amount.
- c. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.
- d. "Range differential" is the difference between the maximum rate of two salary ranges of the pay plan.
- e. "Substantially the same salary range" is a salary range with the maximum salary rate less than two steps higher or lower than the maximum salary rate of another salary range.
- f. "Higher salary range" is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range.
- g. "Lower salary range" is a salary range with the maximum salary rate at least two steps lower than the maximum salary rate of another salary range.

16. Eight and One-Half Hour Work Day

- a. Unit 5 employees shall be compensated their regular base pay plus a 6.25% differential for working an additional one-half per day.
- b. Employees assigned to the eight-and-one-half (8-1/2) hour work shift shall be scheduled for twenty (20) eight-and-one-half (8-1/2) hour shifts per each 28 day work period. Employees assigned to the nine-and-one-half (9-1/2) hour work shift shall be scheduled for eighteen (18) nine-and-one-half (9-1/2) hour shifts per each twenty-eight (28) day work period. In addition, each employee working the nine-and-one-half (9-1/2) hour shift shall be credited with one (1) hour of CTO at straight time rate for every twenty-eight (28) day work period.
- c. The hourly rate shall be calculated using a Conversion Monthly Divisor of 184.17, which is the equivalent of a 42.5 hour work week, or 170 hour work period of twenty-eight (28) days.

- d. When an employee utilizes leave credits, the employee will not be required to cover the extra half hour compensation for lunch periods. Therefore, an employee assigned to an eight-and-one-half (8-1/2) hour work shift shall use eight (8) hours of leave credits for a full day off. An employee assigned to a nine and one-half (9-1/2) hour work shift shall use nine (9) hours of leave credits for a full day off.

17. Merit Salary Adjustments

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

18. Bilingual Pay

An employee certified "bilingual" who is assigned to a command with a demonstrated need, as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a \$100 per month bilingual pay differential. Payment shall commence after certification and assignment on the first pay period in which the Board certified bilingual proficiency.

19. Canine Pay

- a. An employee assigned full time to perform the duties of a canine handler shall receive \$156.65 per month for care and maintenance of their assigned canine. This care and maintenance fee is over and above the reimbursements articulated in HPM 81.5, Drug Programs Manual.
- b. The care and maintenance pay represents good faith compensation calculated based on the hourly Federal Fair Labor Standards Act Wage associated with the daily care and maintenance of a canine, outside the normal hours of work of the assigned employee during the month. The intent of this pay is to ensure compliance with all applicable state and federal labor and other laws, including but not limited to, the Fair Labor Standards Act, 29 U.S.C. Section 100 et. seq.
- c. This care and maintenance premium is not specialty pay for the employee and therefore is not subject to the removal for cause procedures.
- d. The care and maintenance pay is not considered compensation for retirement purposes.

20. Educational Incentive Pay

- a. The State agrees to pay employees who attain the POST Certificates listed below, or the appropriate college degree, as follows:
 - (1) Employees shall qualify for 2.5% of their base salary or no less than \$120 per month if they possess an Intermediate POST Certificate or equivalent, as certified by the Department, or an AA Degree.
 - (2) Employees shall qualify for 5% of their base salary or no less than \$240 per month if they possess an Advanced POST Certificate or equivalent, as certified by the Department, or a BA Degree.

- b. The degrees must be obtained from an accredited college or university.
- c. The above educational incentives are non-cumulative, i.e., employees are eligible to receive one or the other, but not both.
- d. Employees who submit their CHP 74 shall begin receiving the Educational Incentive Pay effective with the pay period following the month in which the form was submitted.

21. Field Training Officer Pay

- a. Employees shall receive, while functioning in a field training capacity for a full shift, a differential of 5% of the daily rate of base pay for every day in which the employee meets the requirements set forth in this section.
 - (1) Training new employees or retraining existing employees.
 - (2) Acting as a Certified Motorcycle Training Officer during a Category II training period of newly assigned motorcycle riders or the reassignment evaluation of existing Category I motorcycle riders.
- b. Field Training Officer pay does not apply to situations where an experienced or skilled employee is required to informally impart his/her knowledge to a newly hired or less experienced employee. Such payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date. Certification occurring after the deadline date may result in a delayed payment to a following pay period.
- c. The daily rate of pay shall be calculated by taking the base pay of the employee; divide by 21.667 (average work days per month) and multiply by 5%.

22. Investigator Pay

- a. Employees assigned full time to perform the duties of a Vehicle Theft Investigator or Fraud Investigator who meet or exceed performance standards in all critical tasks on their annual performance appraisal shall receive \$50 per month.
- b. Assignment of an employee to a full-time position to perform the duties of a Vehicle Theft Investigator or Fraud Investigator shall be based upon qualifications and experience desired to perform the specific assignment. Employees selected shall also have met or exceeded all critical tasks identified on their annual performance appraisal.
- c. An employee accepting an assignment to perform the duties of a Vehicle Theft Investigator or Fraud Investigator after September 1, 1995, will be assigned for a specific period of time as specified by contractual agreement of the appointing authority or his/her designee, and the employee; this contractual agreement is to be signed by the appointing authority or designee and the accepting employee. The initial contractual agreement shall not be of a duration less than three years except when mutually agreed to by the appointing authority and the employee.

- d. Reassignment of an employee from a Vehicle Theft Investigator or Fraud Investigator position as a result of a contractual agreement is not considered a removal for cause.
- e. Notwithstanding any other provision in this Agreement, the provisions of this section shall be grievable up to Level III of the grievance procedure.
- f. This item will not be considered compensation for retirement purposes.

23. Motorcycle Pay

- a. An employee identified as a motorcycle rider in Category I or II who is assigned to motorcycle enforcement duty or to motorcycle instruction duty shall receive additional compensation of 4% of their base salary or no less than \$175 per month in accordance with the provisions enumerated in HPM 10.3, Personnel Transactions Manual, Chapter 32.

24. Paramedic Pay

- a. Effective January 1, 2000, employees assigned full time to perform duties of a paramedic who meet or exceed performance standards in all critical tasks on their annual appraisal shall receive \$50.00 per month. Employees who maintain their paramedic rating that are not required to do so by the Department or, are assigned to a position that does not require the use of their paramedic skills do not qualify for the incentive pay.
- b. If an employee is assigned in an administrative capacity to perform the duties of a paramedic other than in the flight program (i.e. Academy Instructors, State Capitol) he/she will only receive the incentive pay while in that assignment. Reassignment of those officers will be at the discretion of the appointing authority or designee and shall not be considered a removal for cause.
- c. Notwithstanding any other provision in this Agreement, the provisions of this section shall be grievable up to Level III of the grievance procedure.
- d. This item will not be considered compensation for retirement purposes.

25. Night Shift Pay

- a. Employees shall receive night shift pay as set forth below:
 - (1) Night shift pay is earned on a day-by-day basis. Employees must work a qualifying shift, or be on a paid leave of absence when scheduled to work a qualifying shift, to receive compensation.
 - (2) Employees shall qualify for a swing shift pay differential of \$.80 per hour when four or more hours of the regularly scheduled work shift fall between 1800 and 0100 hours.
 - (3) Employees shall qualify for a graveyard shift differential of \$1.30 per hour when four or more hours of the regularly scheduled work shift fall between 2300 and 0600 hours.

- (4) A “regularly scheduled shift” are those regularly assigned work hours established by the Department head or his/her designee for the duration of at least one monthly period.
- b. Effective July 1, 2008, the rates for night shift shall increase as follows:
 - (1) Employees shall qualify for a swing shift pay differential of \$1.00 per hour when four or more hours of the regularly scheduled work shift fall between 1800 and 0100 hours.
 - (2) Employees shall qualify for a graveyard differential of \$1.50 per hour when four or more hours of the regularly scheduled work shift fall between 2300 and 0600 hours.

26. Officer in Charge (OIC) Pay

- a. Management shall establish the selection and training criteria for the implementation of this program.
- b. Employees who are assigned to perform the duties of an OIC for six hours or more during a shift shall receive a differential of 5% of the daily rate of base pay for every day in which the employee meets the requirements set forth in this paragraph. If an OIC is needed for an entire shift, management shall not split the assignment of OIC duties simply for the purposes of avoiding payment of OIC pay.
- c. The daily rate of pay shall be calculated by taking the base pay of the employee; divide by 21.667 (average work days per month) and multiply by 5%.
- d. Notwithstanding any other provision in this Agreement, the provisions of this section shall be grievable up to Level III of the grievance procedure.
- e. Any employee who desires not to be considered as an OIC may submit a memorandum to his or her commander expressing this desire. Management will honor the employee’s request not to perform OIC duties until such time the memorandum is withdrawn.

27. Physical Performance Program (PPP) Incentive Pay

- a. Employees who meet the established requirements for passage of the work tasks described in HPM 70.9, Physical Performance Program Manual, shall be compensated as follows:
 - (1) Employees with 60 or more months of service as a CHP Officer shall receive \$130 per month.
 - (2) Employees with fewer than 60 months of service as a CHP Officer shall receive \$65 per month.

28. Senior CHP Officer Pay

- a. Employees shall be eligible to receive the additional monthly differential listed below:
 - 18 years as a CHP Officer - 2% of base salary
 - 19 years as a CHP Officer - 3% of base salary
 - 20 years as a CHP Officer - 4% of base salary
 - 21 years as a CHP Officer - 5% of base salary
 - 22 years as a CHP Officer - 6% of base salary
 - 25 years as a CHP Officer - 8% of base salary
- b. The above are non-cumulative, i.e., an employee who has been a CHP Officer for 20 years is eligible to receive only an additional four percent above base salary, not the cumulative total of 18, 19, and 20 years of service.

29. Business Calls

An employee who is required by his/her supervisor or designee to conduct business telephone calls outside his/her work hours of less than 30 minutes duration shall receive \$10 compensation. In no event will an employee receive the benefit of this provision more than once in his/her workday. Any employee who performs telephone work for 30 minutes or more will be compensated in accordance with the overtime provisions contained in the employee's work week group. This section does not apply when the business call results in call back, short notice cancellation or offers of overtime. Pay for business calls will not be considered compensation for use in computing retirement allowance.

30. Hours of Work and Overtime

- a. Workday. The workday for employees shall commence at the start of the employees' shift and end 24 hours later. When an employee's shift assignment is changed, the employee's new workday will be established on the day commencing with the new shift, and shall run for a period of 24 hours.
- b. Work Period.
 - (1) Pursuant to the Fair Labor Standards Act (FLSA), a work period is a regular and recurring 28 consecutive-day period for CHP Officers used for scheduling and the computation of overtime. It begins at each employee's shift start time and ends 28 consecutive 24-hour periods later.
- c. Authorized Overtime. Overtime is authorized time worked in excess of eight and one-half hours per workday or ordered work on scheduled days off except as noted below. All employees are assigned to Work Week Group (WWG) 2 and are eligible for overtime compensation as follows:
 - (1) WWG 2: CHP Officers whose total work hours exceed 171 hours in a 28-day work period.

- (2) 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, personal leave, or compensating time off (CTO), shall be considered as time worked by the employee.
- d. Method of Compensation. Pursuant to the FLSA, employees have the right to receive cash compensation for overtime. However, an employee may request CTO in lieu of paid overtime. The employee's commander shall either approve or deny the request for CTO. In the event an employee is denied CTO by the commander, the employee will receive cash compensation for the overtime. Employees who request and are granted CTO may not elect to be paid at a later date. For the purposes of this section, the overtime period will be the same as the FLSA work period. It shall be the intent of this provision that overtime compensation shall be made within fourteen (14) calendar days of the close of the FLSA work period in which it was earned.
- e. Overtime Rate. The paid overtime rate is one and one-half times the hourly equivalent of the employee's total monthly compensation, including specialty pay. The CTO rate is earned at one and one-half hours for every hour worked. Overtime is credited in quarter-hour increments with a full quarter hour credited if half or more of the period is worked.
- f. Compensating Time Off.
- (1) The only instances in which CTO is required for employees are under the following circumstances:
 - (a) When in travel status not connected with enforcement duties, such as travel to or from the Academy or other school for the purpose of training.
 - (2) Employees' CTO balances shall not exceed 480 hours. Once an employee's CTO balance reaches 480 hours, the Department retains the authority to mandate a reduction by ordering time off. When CTO time off is ordered, the employee shall be provided reasonable advance notice (at least twenty-four (24) hours) and not be ordered to take such time off in less than shift increments.
 - (3) An employee's balance shall not be reduced by more than (24) hours per month or more than what is necessary to keep the employees' balance below 480 hours. An employee will be allowed to reach and maintain the cap of 480 hours prior to retirement upon notification to the Department of their intent to retire from State service.
 - (4) When an employee request to utilize CTO, it may be used only in units of 1/4 hour or multiples thereof.
 - (5) The time when CTO may be taken shall be at the discretion of the employee's commander.
- g. Daylight-Saving/Standard Time Change. No charge for time off is made for the one hour not worked by employees when Standard Time changes to Daylight-Saving Time. Overtime is credited for the additional hour worked by employees when Daylight-Saving Time reverts to Standard Time.

- h. Call-Back Time. An employee who has completed a normal work shift or is on an authorized day off, when ordered back to work, shall be credited with a minimum of four 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 hours after the completion of the work shift. When an additional trip to the work location is required, the employee will be compensated, up to a maximum of one and one-half hours each way, for travel time. An employee shall not be subject to this limit when he/she is required to attend court in an Area other than where he/she is currently assigned. Prescheduled voluntary overtime is not considered call back and, therefore, is not subject to travel time compensation.
- (1) If an employee works without interruption beyond his/her normal shift, he/she does not gain four hours call-back time; regular overtime provisions apply.
 - (2) If overtime continues beyond the four hour call-back time the additional time shall be credited in units of one-quarter hour.
 - (3) If a second call back extends beyond four hours from the beginning of the first call back, regular overtime is credited in one-quarter hour increments until completion of the second call back.
 - (4) When an employee is called back within four 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 hours credit.
 - (5) If an employee is called back to work, completes the call-back situation, and returns to his/her home only to be called out again more than four hours after receiving the first call, he/she is entitled to an additional four hours of call-back time.
 - (6) When an employee is called back within four 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.
 - (7) Call back due to court appearances shall be limited to one four hour call-back period. If an employee is scheduled for two court appearances in one day, call-back time shall be credited from the beginning of the first appearance through the completion of the second; except that when the second appearance is more than six hours from the end of the first appearance, a minimum of four hours credit for each appearance shall be given. A lunch period of one-half hour shall be charged when a court appearance extends beyond the noon recess.
 - (8) When there are three hours or less between the end of the shift and the time an employee must leave from the office for a court appearance, an employee shall receive overtime for the intervening period. The employee is entitled to and shall receive the overtime whether or not he/she works during the interval. Department policy provides that the employee may be scheduled to work during this period. If the employee is not scheduled to work and he/she chooses to leave the work site, time for travel and appearance will still be computed based upon departure from the office. One-half hour for breakfast will be allowed without being charged.

- (9) When the location of a specific Area or Division office is changed, the Department head or his/her designee will meet with CAHP upon request to confer over the impact of the move on travel time limitations of this provision.
- i. Call Back from Leave of Absence for Court Appearance. An employee who is required to appear in court while on leave of absence without pay or suspension does not receive salary payment for the court appearance and does not accumulate call-back time or overtime for such appearance.
- j. Call Back from Vacation
- (1) Employees shall not normally be called back to work from a scheduled vacation. In the event an employee is required to appear in court during a scheduled vacation and the court appearance is outside the employee's normally scheduled shift, the employee shall be compensated in accordance with the call back provisions of this section.
- (2) The Department and the CAHP are mutually concerned about the possible inconvenience to an employee who is required to appear in court during a scheduled paid vacation. The Department will work with commanders to ensure reasonable efforts are made to minimize those instances wherein an employee is required to appear in court while on a scheduled vacation.
- k. Call Back from Injury Status. An employee should not normally be called back to duty while on injury status. If circumstances require his/her return to duty, regular time will be credited.
- l. Court Appearance. Work schedules shall not be adjusted to accommodate an employee's court appearance on either a criminal or a civil matter simply to minimize overtime earnings. However, in a situation where an employee will be too fatigued following a court appearance to work his/her scheduled shift, a supervisor may determine a change of schedule is appropriate in this type of situation to protect the employee from the possible consequences of being overly fatigued and to protect the Department from suit or criticism for violating "on-duty" hours standards applied to others.
- m. Court Appearance While on Active Military Duty. An employee who appears in court while on military leave, including routine annual leave of 30 calendar days or less, is not entitled to call back time or overtime for such appearance. Regular salary payment is made only to the extent that the employee is eligible for payment for the first thirty calendar days of active duty.
- n. Telephonic Subpoenas. When an employee has completed a normal shift, or is on an authorized day off and is required to testify telephonically in response to a subpoena issued by the Department of Motor Vehicles, he/she shall be credited with two hours of overtime unless the employee elects to respond in person to the assigned work location, in which case the employee shall be compensated in accordance with the call-back provisions of this Agreement. If an employee expends more than two hours in preparation and telephonic testimony, the employee shall receive overtime for the actual time worked.

- o. Alternate Work Week Program. Area commanders shall have the discretion to initiate a 9/80 alternate workweek program for Unit 5 employees with concurrence of the Division Commander. Requests to participate in the alternate workweek program shall reflect the majority of affected employees. If the commander approves the alternate workweek program for road officers in the Area, all road patrol officers shall participate in the alternate workweek program. Division/Area commanders may terminate the 9/80 alternate workweek program upon 30 days notification to affected employees.
- p. The Department will reissue an All Commanders Memorandum regarding schedule changes relative to the 1991 arbitration decision (commonly referred to as the "Hannigan memo").

31. Voluntary Overtime

The employer shall make reasonable efforts to offer special program overtime on an equitable basis taking into consideration employee skills, abilities and past performance for the given assignment. Voluntary overtime shall be offered on a continual rotational basis utilizing the most senior available employee. The employee who is available and refuses the assignment, once offered the overtime, shall not be considered until his/her position arises again on the availability list. Employees with a documented pattern of poor performance in programs with the same enforcement emphasis within 12 months of the overtime program shall not be considered for these voluntary assignments. Notwithstanding the above, this provision will not prohibit the Commander or his/her designee from requiring an employee to work these assignments. The Area Commander and the Area Representative may establish any overtime assignment system that meets the intent of this provision provided it is equitable.

32. Reimbursable Services Contract Overtime Short Notice Cancellation

- a. The Department and the CAHP are mutually concerned about the possible inconvenience to employees when a reimbursable services contract is canceled on short notice.
 - (1) An employee shall receive compensation for a minimum of four hours at a rate of one and one-half times of the employee's base monthly salary whenever a reimbursable services contract is entered into requiring the services of the employee and he/she responds to the office or the work location.
 - (2) A 24-hour minimum cancellation notification will be required prior to each scheduled work detail of a reimbursable services contract between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. When the hiring company/agency makes a cancellation notification to the Department less than 24-hours prior to the scheduled work detail, a short notice reimbursable contract cancellation fee of \$50 will be charged for each employee assigned provided the employee can reasonably be notified of the cancellation.

- (3) Commanders or their designee shall notify employees of cancellations or postponements of scheduled reimbursable services details. Employees who have been unavailable for a cancellation notification shall contact their office within 24 hours of the scheduled work detail between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. (Weekend details require notification on the Friday before between 0800 and 1700 hours.) Collect telephone calls will be accepted for this purpose.

33. Short Notice Court Cancellation

- a. The Department and CAHP are mutually concerned about the possible inconvenience to employees when a court appearance is canceled on short notice.
 - (1) Commanders or their designee shall notify employees of cancellations or postponements of scheduled court appearances. A 24-hour minimum cancellation notification will be required prior to each scheduled court appearance between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. When an employee is notified or learns that the court appearance has been canceled less than 24 hours prior to the scheduled appearance, \$50 shall be paid. An employee is not eligible for the \$50 if the cancelled appearance was scheduled to take place during his/her assigned work shift and the employee would not have been eligible for call back compensation or straight through compensation for the appearance.
 - (2) In no event shall an employee earn more than one (1) \$50 short notice court cancellation fee in the same day except when the beginning of the second call back would have been more than six hours from the completion of the first call back period.
 - (3) In the event an officer is scheduled for two court appearances in the same day and one of the two appearances is canceled on short notice, the officer shall not earn court call back for the appearance **and** a \$50 short notice court cancellation fee for the canceled appearance unless the beginning of the second call back was or would have been more than six hours from the completion of the first call back period.
 - (4) Employees who have been unavailable for a cancellation notification shall contact their office within 24 hours of the scheduled work detail between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. Collect telephone calls will be accepted for this purpose. If the employee has been unavailable and reports to the office, court or hearing room in response to a subpoena, or other official process, without having learned of the cancellations or postponement, and he/she has not confirmed the appearance as required, no compensation will be paid.
 - (5) Employees who have been available are encouraged to attempt to determine the status of their appearance on the day scheduled for the trial or hearing.
 - (6) Court cancellation pay will not be considered compensation for use in computing retirement allowance.

34. Standby Pay

- a. When the employer requires that an employee must be available for work, and be able to report for work, in less than one and one-half hours, the employee shall be compensated at the rate of one hour's pay (paid or CTO) for each four hour shift or fraction thereof. Employees may only accrue five hours pay (paid or CTO) for each 24-hour period of standby.
 - (1) Employees who are unable to report to work or cannot be located shall forfeit standby pay and may be subject to disciplinary action.
 - (2) An employee who is actually called in to work while on standby shall be compensated in accordance with the call back provisions of Section 30 h of this Agreement.
 - (3) Compensation earned as a result of standby shall not be considered time worked for purposes of qualifying for overtime.
 - (4) The employer agrees to notify the employees as soon as practical when the need for standby is terminated.
- b. Nothing in this section shall prohibit the employer from contacting employees and requiring them to respond when the employee was neither "on-call" nor in a standby capacity if an operational necessity exists.

35. Payroll Errors

- a. Payroll errors will be handled in accordance with Government Code Section 19838.
- b. If the employee believes an overpayment did not occur, or that the repayment schedule is not equitable, he/she may appeal to the next higher level of review in the Department within 14 days of the notice of overpayment. Thereafter, a grievance may be filed directly at Level IV of the grievance procedure. No action shall be taken to establish an "accounts receivable" until after the Department has responded to the grievance at its level of review.
- c. By mutual agreement, the overpayment may be satisfied by use of leave credits, excluding sick leave.

36. Pre and Post Shift Work Activities Outside Regularly Scheduled Shifts

The parties recognize that a dispute exists regarding compensable pre and post shift activities under the Fair Labor Standards Act (FLSA). Nevertheless, the parties hereby agree to settle this dispute and avoid any potential past and ongoing liability for such activities through the provisions contained in this section, without either side making any admissions with respect to the merits of this dispute.

In consideration of the above, the State agrees to provide and the CAHP agrees to accept a 3.5% salary stipend as full compensation for any and all pre and post shift work activities that may be occurring and may be compensable under the FLSA. These activities include, but are not limited to, the donning and doffing of safety equipment such as protective vests, the inspection and maintenance of Personal Protection Equipment (PPE) and Emergency Medical Technician (EMT) kits, the maintenance and/or inspection of weapons, and safety inspections of Officers' assigned emergency vehicles.

The State of California CHP and the CAHP agree that this MOU provision resolves the dispute defined in this provision, such that the grievance and demand for arbitration recently filed by the CAHP will be withdrawn and abandoned. Further, the CAHP agrees to forego the lawsuit contemplated against the State and the CHP, for which the CAHP has filed a tort claim notice.

ARTICLE VII - RETIREMENT BENEFITS

37. Retirement Benefits

a. Retirement formula

- (1) Sworn members will accrue retirement benefits under the State Patrol Formula in CalPERS at a rate of 3% of final compensation per year of service at age 50 and above.
- (2) Patrol members of CHP who were previously Peace Officer/Fire Fighter (POFF) members of CalPERS prior to the Governor's Reorganization of 1995 shall have their POFF service credited under Government Code Section 21363.1 (provides 3% at age 55 and over.)

b. Retirement Cap

The State and the CAHP agree that the limitation on service retirement benefits shall be 90% of final compensation for patrol members who retire directly from state employment on or after January 1, 2000.

c. Retirement Pick-Up

- (1) The State agrees to pay one hundred percent (100%) of the patrol members' retirement contribution.
- (2) Effective July 1, 2007, Unit 5 employees shall begin contributing toward retirement one-quarter (1/4) of the Patrol Member normal rate of contribution as identified in Government Code Section 20681 on monthly reportable income in excess of \$863. The State shall increase all Unit 5 employees' salary by a percentage which is determined to offset the increase in the employee's contribution toward retirement as described above.

- (3) Effective July 1, 2008, Unit 5 employees shall begin contributing toward retirement one-half (1/2) of the Patrol Member normal rate of contribution as identified in Government Code Section 20681 on monthly reportable income in excess of \$863. The State shall increase all Unit 5 employees' salary by a percentage which is determined to offset the increase in the employee's contribution toward retirement as described above.
- (4) Effective July 1, 2009, Unit 5 employees shall begin contributing toward retirement three-quarters (3/4) of the Patrol Member normal rate of contribution as identified in Government Code Section 20681 on monthly reportable income in excess of \$863. The State shall increase all Unit 5 employees' salary by a percentage which is determined to offset the increase in the employee's contribution toward retirement as described above.
- (5) Effective July 1, 2010, Unit 5 employees shall begin contributing toward retirement the Patrol Member normal rate of contribution as identified in Government Code Section 20681 on monthly reportable income in excess of \$863. The State shall increase all Unit 5 employees' salary by a percentage which is determined to offset the increase in the employee's contribution toward retirement as described above.
- (6) In no event shall any Unit 5 employee suffer a net loss in compensation as a result of the increase in employee retirement contribution and salary offset as stated above. The CAHP and DPA shall meet and confer to determine a mutually agreeable methodology for accomplishing the increase in retirement contribution and salary offset without any net loss in salary to Unit 5 employees prior to implementation on July 1, 2007.
- (7) Once the methodology in 2, 3, 4, and 5 above is established, DPA shall determine the increase to total gross salary necessary to offset the increase in the employee retirement contribution each subsequent year and shall share the results with the CAHP after the total compensation survey conducted pursuant to Government Code section 19827 is performed in March of each year and prior to implementation of the July 1 pay raise.

d. Retirement Offset Conversion

- (1) The State and Union agree to support legislation that would accomplish the following:
 - (a) Retirements effective on or after July 1, 2001, and before July 1, 2004, shall be based on a pay rate, as defined by Government Code Section 20636, increased by half of the employee contribution.
 - (b) Retirements effective on or after July 1, 2004, and before July 1, 2006, shall be based on a pay rate, as defined by Government Code Section 20636, increased by the full employee contribution.
 - (c) Retirements effective on or after July 1, 2007, and before July 1, 2008, shall be based on a pay rate, as defined by Government Code Section 20636, increased by three-fourths of the employee contribution.

- (d) Retirements effective on or after July 1, 2008, and before July 1, 2009, shall be based on a pay rate, as defined by Government Code Section 20636, increased by one-half of the employee contribution.
- (e) Retirements effective on or after July 1, 2009, and before July 1, 2010, shall be based on a pay rate, as defined by Government Code Section 20636, increased by one-quarter of the employee contribution.
- (f) Retirements effective on or after July 1, 2010, shall be based on a pay rate, without the increase provided by this article.

e. 401K/457 Plans

- (1) Employees are to be included in the State of California, Department of Personnel Administration's Deferred Compensation Programs.
- (2) To the extent permitted by federal and state law, effective January 1, 2002, (or no later than four months following ratification of this agreement by both parties) employees who separate from state service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401K plan offered through the State's Savings Plus Program (SPP).
- (3) If an employee does not have an existing 457 and/or 401K plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.
- (4) Such transfers are subject to and contingent upon all statutes, law, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- (5) Employees electing to make such a transfer shall bear full tax liability, if any, of the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).
- (6) 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.
- (7) Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

38. Pre-Retirement Alternate Death Benefit

- (a) Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to the member in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no surviving spouse, may receive a monthly allowance

in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

1. To the member's surviving spouse, an amount equal to the amount the member would have received if the member had retired for service at minimum retirement age on the date of death and had elected optional settlement 2 and Section 21459.
 2. If the member made a specific beneficiary designation under Section 21490, the monthly allowance shall be based only on that portion of the amount the member would have received described in paragraph (1) that would have been derived from the nonmember spouse's community property interest in the member's contributions and service credit.
 3. If there is no surviving spouse or the spouse dies before all of the children of the deceased member attain the age of 18 years, to the surviving children, under the age of 18 years, collectively, an amount equal to one-half of, and derived from the same source as, the unmodified allowance the member would have received if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18 years. As used in this paragraph, "surviving children" includes a posthumously born child or children of the member.
- b. This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.
 - c. For purposes of this section, "state service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.
 - d. For purposes of this section, "state service" includes service to the state for which the member, pursuant to Section 20281.5, did not receive credit.
 - e. The State and Unit 5 agree to become subject to the terms of this statute retroactive to December 30, 2005.

39. Traumatic Disability Retirement Benefit

The State and the CAHP agree to implement a traumatic disability retirement benefit for employees under age 50 as follows:

- a. Upon retirement of a patrol member for industrial disability as the result of a single event which results in serious bodily injury, the member shall receive the higher of the allowance provided by Section 21406, or, the disability allowance otherwise provided by this Section equal to 3 percent of his or her final compensation multiplied by the number of years of patrol service credited to him or her plus an annuity purchased with his or her accumulated additional contributions, if any. This section

will not apply to a disability which manifests more than six months after the effective date for the industrial disability retirement. This section does not entitle the member to an industrial disability retirement if the member would not otherwise be eligible for an industrial disability retirement.

- b. This section will apply only to serious physical injuries. This section shall not be applied to disabilities that are the result of:
 - (1) Cumulative trauma;
 - (2) Cumulative injuries such as heart conditions, stroke, stress, anxiety, or diabetes;
 - (3) Presumptive injuries or illnesses as defined in the Labor Code;
 - (4) Stress related disabilities; or
 - (5) Physical disability having mental origin.
- c. If a patrol member has other service credit as a state peace officer/firefighter member, state safety member, local safety member, State miscellaneous, State industrial or local miscellaneous member under this system, the cumulative benefit under this Section, including an annuity purchased with his or her accumulated contributions, shall not exceed 90 percent of final compensation.
- d. For purposes of this section, "serious bodily injury" includes the following:
 - (1) Total loss of sight in one or both eyes;
 - (2) Total loss of hearing in both ears;
 - (3) Amputation or total loss of function in a hand, arm, foot or leg;
 - (4) A spinal cord injury resulting in paralysis which causes the complete loss of function in a hand, arm, foot, or leg;
 - (5) Physical injury to the brain resulting in serious cognitive disorders or paralysis which causes the complete loss of function in a hand, arm, foot or leg;
 - (6) Injury to a major internal organ which substantially limits one or more "major life activities." Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and performing substantial gainful employment;
 - (7) A serious physical injury which does not appear above but results in the inability to perform substantial gainful employment.
- e. This section shall only apply to patrol members employed in a state bargaining unit for which a memorandum of understanding has been agreed to by the State employer and the recognized employee organization to become subject to this section, patrol members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and patrol members employed by the executive branch of government who are not members of the civil service.

- f. In the event of a dispute regarding the applicability of this section, the board shall proceed with retirement under any other section that may apply and with the payment of any benefits that are payable under any other section when this section does not apply. If the board subsequently determines that this section applies, an amount equal to the benefits paid shall be deducted from the benefits payable under this section because of the determination.

ARTICLE VIII - HOLIDAYS

40. Holiday-in-Lieu

- a. Full-time employees shall be eligible to receive a total of 164 hours of holiday-in-lieu credit each calendar year. This holiday-in-lieu credit shall accrue as follows:
 - (1) On the first of each month except for the months of April and July, twelve hours of leave credit shall be added to the monthly annual leave or vacation accrual rate earned by each full-time employee.
 - (2) On April 1, and July 1, 22 hours of leave credit shall be added to the monthly annual leave or vacation accrual rate earned by each full-time employee.
- b. Employees assigned to administrative positions shall be required to expend holiday-in-lieu credits on the day that a holiday, set forth in Government Code Section 19853, occurs, unless directed to work the holiday. If not directed to work, employees would only be required to expend their regular work shift hours.
- c. The following represent official State holidays:
 - (1) January 1
 - (2) Third Monday in January
 - (3) Third Monday in February
 - (4) February 12
 - (5) March 31
 - (6) Last Monday in May
 - (7) July 4
 - (8) First Monday in September
 - (9) Second Monday in October
 - (10) November 11
 - (11) Thanksgiving Day
 - (12) Day after Thanksgiving
 - (13) December 25

- d. Employees shall request and may receive approval to use the holiday-in-lieu in accordance with the annual leave or vacation scheduling provision of this Agreement.

ARTICLE IX - LEAVES

41. Vacation Leave

- a. Employees shall not be entitled to vacation leave credit for the first six months of service. On the first day of the monthly pay period, following completion of six qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:
 - 7 months to 3 years..... 8 hours per month
 - 37 months to 10 years 11 hours per month
 - 121 months to 15 years..... 13 hours per month
 - 181 months to 20 years..... 14 hours per month
 - 241 months and over..... 15 hours per month
- b. An employee who returns to state service after an absence of six months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six qualifying pay periods of continuous service in accordance with the employee's total state service before and after the absence.
- c. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn vacation credits as set forth under a. above Absences from state service resulting from a temporary or permanent separation for more than 11 consecutive working days which fall between two consecutive qualifying pay periods shall disqualify the second pay period.
- d. Employees working less than full time accrue vacation in accordance with the applicable DPA Rules.
- e. If an employee does not use all of the vacation the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 816 hours. A Department head or designee may permit an employee to carry over more than 816 hours of accrued vacation 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 to work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

- f. Upon termination from state employment the employee shall be paid for accrued vacation credits.
- g. The time when vacation is to be taken shall be determined by the Department head or his/her designee. If on January 1 of each year an employee's vacation bank exceeds the vacation cap in e. above, the Department may order the employee to take vacation.
- h. Vacation requests must be submitted in accordance with Department policies on this subject. However, when two or more employees in a work unit (as defined by each Department head or his/her designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of classification seniority (defined in HPM 10.3, Personnel Transactions Manual, Chapter 17).
- i. Each Department head or his/her designee will make every effort to act on vacation requests in a timely manner.

42. Sick Leave

a. Qualification

Any employee who has 11 or more working days of service in a monthly pay period shall be considered to have a complete pay period of qualifying service for sick leave credits. In determining working days of service, time during which an employee is absent because of holidays, sick leave, vacation or CTO shall be considered as time worked by the employee.

b. Accumulation

On the first day of the pay period following completion of each qualifying pay period of service, an employee is credited with eight hours of sick leave.

There shall be no limit on the amount of sick leave credit an employee may accumulate. An employee shall continue to earn credits when absent on temporary disability or absent on short-term military leave if he/she has at least one year of state service immediately prior to the active duty or a combination of continuous state service and military service equaling one year.

c. Standards of Sick Leave Usage

- (1) As used in this section, "Sick Leave" means the necessary absence from duty of an employee because of:
 - (a) Illness or injury including illness or injury relating to pregnancy;
 - (b) Exposure to contagious disease or virus which is determined by a physician to require absence from work;
 - (c) Dental, eye or other physical or medical examinations or treatments by a licensed practitioner;

- (d) Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, or any person residing in the immediate household. Such absence shall be limited up to 48 hours during any one calendar year;
- (e) Death of a person in the employee's immediate family is provided for in the bereavement policy herein;
- (f) Pending disability retirement subject to the provisions of HPM 10.3, Personnel Transactions Manual, Chapter 21.

d. Sick Leave Usage

- (1) The Department head or his/her designee may require the employee to provide verification of reason for sick leave usage from a physician or other person having knowledge of the condition. Verification may be required after the second consecutive day of sick leave usage.
- (2) The Department head or his/her designee may require a doctor's certificate or other verification of illness for every sick leave absence, regardless of length, if it appears the employee is using sick leave improperly and discussions with the employee have shown no positive results.
- (3) Sick leave may be used in increments of 30 minutes.
- (4) Employees shall not suffer a reduction in compensation as a result of utilizing sick leave.

e. Retention After Reinstatement

An employee who is eligible to receive sick leave credits at the time of separation and who returns to state service after a break in service of less than one year or an absence caused by temporary separation as defined in HPM 10.3, Personnel Transactions Manual, Chapter 9, retains any sick leave credit accumulated prior to separation and shall commence earning sick leave credit on the first of the pay period following completion of one qualifying pay period of service.

43. Annual Leave

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

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

1 month to 3 years 12 hours per month

37 months to 10 years 15 hours per month

121 months to 15 years 17 hours per month

181 months to 20 years 18 hours per month

241 months and over 19 hours per month

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

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

- c. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609. Absences from state service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- d. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- e. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 816 hours. A departmental head or designee may permit an employee to carry over more than 816 hours of accrued hours because the employee:
 - (1) was required to work as a result of fire, flood, or other extensive emergency;
 - (2) was assigned to 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 annual leave until December 31 because of sick leave; or
 - (5) was on jury duty.

- f. Upon termination from state employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- g. The time when annual leave shall be taken by the employee shall be determined by the Department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in subsection e., the Department may order the employee to take annual leave.
- h. Annual leave requested must be submitted in accordance with Department policies on this subject. However, when two or more employees on the same shift (if applicable) work in a unit (as defined by each Department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of classification seniority (defined in HPM 10.3, Chapter 17.).
- i. Each Department head or designee will make every effort to act on annual leave requests in a timely manner.
- j. Annual leave that is used for the purposes of sick leave is subject to the requirements set forth in Section 42, Sick Leave, of this Agreement.
- k. The enhanced non-industrial disability insurance in Section 59 of this Agreement applies only to those in the annual leave program described above in this section.
- l. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election was received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

44. Bereavement Leave

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

- b. A Department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family member of a domestic partner as defined in paragraph a. above. Such bereavement leave shall be authorized for up to three (3) eight-hour days in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- c. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two additional days which shall be deducted from accrued leave. Should additional leave be necessary, the Department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- d. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in paragraph a. or b. above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provisions of this Agreement.
- e. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

45. Parental Leave

- a. A Department head or his/her designee shall grant a female permanent employee's request for an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom, or care for the newborn child for a period not to exceed one year including any paid leave taken for said pregnancy, childbirth, recovery or care for the newborn child.
- b. A male spouse or male parent, who is a permanent employee, shall be entitled to an unpaid leave of absence for a period not to exceed one year to care for his newborn child including any paid leave taken for said pregnancy, childbirth, recovery or care for the newborn child.
- c. A Department head or his/her designee may grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year, except the Department shall grant said one year unpaid leave of absence when the adoption agency requires an adoptive parent not to work outside the home during the first year of adoption as a condition of adoption.

46. Catastrophic Leave

- a. Upon request of an employee and upon approval of a Department head or his/her designee, leave credits (CTO, annual leave, vacation, personal leave, and/or holiday) may be transferred from one or more employees to another employee, in accordance with Department policies, under the following conditions:
 - (1) Sick leave credits cannot be transferred.

- (2) When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.
- (3) The receiving employee has exhausted all leave credits.
- (4) The donations must be a minimum of two hours and in whole-hour increments thereafter and credited as vacation or annual leave.
- (5) Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross department lines in accordance with the policies of the receiving department.
- (6) The total leave credits received by the employee shall not exceed six months. However, if approved by the appointing authority, the total leave credits received may be one year.
- (7) Donations shall be made on a form provided by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
- (8) When approved by the Commissioner, time donated by sworn members of the Department for use by other sworn members of the Department may be converted into direct financial assistance for the employee qualifying for catastrophic leave assistance. The time donated shall be at the salary rate the employee is currently receiving. The maximum limits of financial assistance shall be determined by the Commissioner.
- (9) This section is not subject to the grievance and arbitration sections of this Agreement.

47. Mentoring Leave

- 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/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/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- c. Prior to requesting mentoring leave and in accordance with Department policy, an employee shall provide his/her supervisor with verification of personal time spent mentoring from the mentoring organization.

- d. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this contract and in existing Department 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, and 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, 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 was selected).
- The Governor's Mentoring Partnership
http://www.mentoring.ca.gov/program_dir.shtm web-site contains a listing of the approved mentoring organizations.
- f. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in Section 11.

48. Voluntary Personal Leave Program

The State shall continue a voluntary personal leave program for Unit 5 employees. Employees may voluntarily participate in the personal leave program on a continuing basis until the program ends on June 30, 2007. However, the Department and the CAHP agree to evaluate the program when the VPLP ends with the understanding no employee will exceed an established cap of 240 hours.

- a. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave program.
- b. When an employee reaches 240 hours or would exceed 240 hours with further accumulation, he/she shall be removed from the Voluntary Personal leave Program. 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.
- c. 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 PLP monthly.
- d. 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 Sections 41 (Vacation Leave) and 43 (Annual Leave).

- e. 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 employees personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Part-time employees shall be subject to the same conditions as stated, above, on a prorated basis regardless of the number of hours in the pay period.
- k. The Personal Leave program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- l. The Personal Leave program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- m. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave program for that month.
- n. Existing personal leave banks from the 1992 and 2003 Personal Leave Program shall be maintained.

49. Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a Department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, brother, sister or other person residing in the immediate household) in accordance with Department polices, under the following conditions:

- a. To care for the family member's child, parent, spouse, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA), or for a parental leave to care for a newborn or adopted child.
- b. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The Department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of the following:
 - (1) The date, if known, on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) An estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse, brother, sister, or other person residing in the immediate household;
 - (4) A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, brother, sister, or other person residing in the immediate household.
- c. Sick leave credits cannot be transferred.
- d. The receiving employee has exhausted all leave credits.
- e. The donations must be a minimum of one (1) hour and in whole increments thereafter.
- f. The donating employee must maintain a minimum balance of 80 hours of paid leave time.
- g. Transfer of leave credits shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.
- h. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.

- i. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
- j. This section is not subject to the grievance and arbitration article of this contract.

50. Recruitment Time Off Incentive

a. Program Description

- (1) The State agrees to develop and maintain a pilot program, addressing the Department's efforts in recruitment. This pilot program will be referred to as the California Highway Patrol Officer Recruitment Incentive Program (CHPORIP). The State agrees to provide employees a bonus of 40 hours of recruitment time off (RTO) to recruit a candidate who will succeed in a career as a California Highway Patrol Officer. Although recruitment efforts may begin immediately, administration of this program will be implemented as soon as practicable.
- (2) The bonus will be processed as follows: the 40 hours will be placed into the employee's RTO bank upon verification of the candidate's successful graduation from the Academy.
 - (a) The RTO can not be cashed out (even for those employees who retire or separate from the Department in an manner).
 - (b) The RTO would have to be used within one year of the date in which it was earned.
 - (c) If the RTO is not used within the allotted time frame, it will be forfeited. However, if it was determined the employee did not have a legitimate opportunity to use the RTO, he/she would get a one year extension. The extension is to be approved by the Area/Division Commander or his/her designee with concurrence from the next level of command.
 - (d) The time when RTO shall be taken by the employee shall be determined by the Department head or designee.
 - (e) RTO requests must be submitted in accordance with MOU provisions related to vacation or annual leave.
 - (f) Employees can earn a maximum of 120 hours of RTO per year.
 - (g) Participants involved in the recruitment, testing, screening and/or selection of candidates for employment are not eligible.
 - (h) The contents of the California Highway Patrol Officer Recruitment Incentive Program are not subject to the grievance, arbitration and complaint procedures as articulated in Article V of this agreement. Any disputes shall be resolved through the IDR process.
 - (i) The Department will continually evaluate this pilot program to determine its effectiveness and is subject to termination at the Department's discretion.

51. Family Medical Leave Act

The federal Family Medical Leave Act (FMLA) of 1993 entitles an eligible employee to take a paid or unpaid, job-protected leave each year for specified family and medical reasons. FMLA also requires the employer to maintain the employee's health, dental and vision coverage while an employee is on unpaid family care leave. The California Family Rights Act (CFRA) is a state law that also provides for unpaid leaves of absence for family reasons; however, under CFRA, leave is not provided for the employee's own serious illness and the employer is not required to maintain the employee's health care coverage while the employee is on unpaid family care leave. Where the two laws differ, the most generous/less restrictive leave provisions must be applied. It is the policy of the State to provide family and medical leave in compliance with FMLA and CFRA. It is also the policy of the State to ensure that employees are free from discrimination and harassment for exercising their rights under FMLA/CFRA. Refer to HPM 10.3, Personnel Transactions Manual, Chapter 8, Leaves of Absence, for a full description of employees rights under FMLA and CFRA.

This provision is not subject to the grievance procedure.

ARTICLE X - HEALTH AND WELFARE

52. Health Benefits

a. Contribution Amounts

July 1, 2006, the State agrees to continue to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

The employer contribution for each employee shall be an amount equal to 85 percent 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 enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State enrollment, excluding family members, during the previous benefit year.

b. Employee Eligibility

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

(2) Permanent Intermittent Employees

- (a) Initial Eligibility. A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.
- (b) Continuing Eligibility. To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

c. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and include domestic partners that have been certified with the Secretary of State's office in accordance with AB 326 (Chapter 588, Statutes of 1999).

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

53. Rural Subsidy

The State and the Union agree that in those areas/counties which CalPERS has defined as "rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 5 members shall be eligible for the Rural Health Care Equity Program (RHCEP). Unit 5 members enrolled in a CalPERS-approved HMO plan will not be eligible for the RHCEP.

Effective July 3, 2006, the parties agree that in those areas/counties which CalPERS has defined as rural, Unit 5 members shall continue to be eligible for the following Rural Subsidy Program.

The program shall operate as follows:

- a. The State shall pay \$100 per month to the CAHP Trust for each eligible Unit 5 member (employee) as a subsidy of the higher health care expenses of PPO plan members. The payment shall include the \$100 monthly subsidy amount for those employees enrolled in the CAHP Health Benefits Trust Plan. For those Unit 5 employees who are enrolled in a CalPERS-approved PPO plan other than the CAHP Health Benefit Trust Plan, the monthly subsidy shall be paid directly to the member.
- b. Any monies remaining in the RHCEP fund for Unit 5 members, for purposes of this contract shall be known as the "available pool". The available pool is defined as the balance of monies remaining in the Unit 5 RHCEP pool as of January 1, 2005, and shall be used for reimbursement of deductible, and co-insurance expenses up to \$1500 per fiscal year incurred by eligible Unit 5 members.
- c. Members are required to submit a RHCEP claim form along with a copy of their Explanation of Benefits document in order to receive reimbursement of deductible, and co-insurance expenses from the available pool.

- d. Reimbursement from the available pool shall continue until the available pool is exhausted. Claims up to \$1500 per eligible member shall be processed on a “first come” basis.
- e. For eligible expenses incurred in excess of \$1500, claims will be held until the close of the fiscal year. At that time, these excess claims shall be paid on a pro-rated basis to Unit 5 members until the funds in the available pool are exhausted.
- f. Upon exhaustion of the available pool the State shall pay \$125 per month to the CAHP Trust for each eligible unit 5 member enrolled in the Trust health plan, and \$125 directly to each eligible unit 5 member who is enrolled in a CalPERS-approved PPO plan other than the CAHP Health Benefit Trust Plan, as a subsidy for the higher health care expenses of PPO plan members
- g. The program shall be administered by the Department of Personnel Administration.
- h. The CalPERS Board shall determine the rural areas for each subsequent year at the same meeting when the board approves premiums for HMOs.
- i. Enrollment for the rural subsidy shall be automatic, based on the employee’s residence address and health plan choice as maintained by the State Controller’s Office.
- j. It is the responsibility of the employee to establish and maintain accurate address and health plan information in order to receive the rural subsidy.
- k. The provisions of this Section shall not extend beyond the sunset date of this program as defined in Government Code 22877 (k).

54. Dental Benefits

a. Contribution

The State agrees to pay on behalf of eligible Unit 5 employees 75 percent of the total premium of the State’s dental indemnity plan.

- (1) CAHP and DPA mutually agree that CAHP may, at its option, sponsor a prepaid or alternative plan in addition to an indemnity plan.
- (2) Effective September 30, 1992, employees who are members of the CAHP are permitted to continue enrollment in the CAHP dental indemnity plan, prepaid, or alternative dental plan upon retirement. The CAHP Dental Trust may offer a one-time open enrollment period during which retired CAHP members may elect to convert into the CAHP dental indemnity, prepaid, or alternative dental plan. Once a retiree has elected to enroll in the CAHP dental indemnity, prepaid or alternative plan, that retiree shall not be permitted to transfer enrollment into any other dental plan which is not offered by the CAHP Dental Trust.
- (3) The employee will pay any premium amount for the dental plan in excess of the State’s contribution. If the cost of the dental plan selected by the employee is less than the amount allowed under (1) (a), (b), or (c) above, the remaining amount may be applied to the cost of the health plan selected by the employee. The remaining amount shall not be paid to the employee.

b. Employee Eligibility

(1) Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 52, paragraph b. (1) of this Agreement.

c. Family Member Eligibility

(1) Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 52, paragraph c. of this Agreement.

d. Coverage During First 24 Months Of Employment

Employees appointed into state service on or after January 1, 1992, and who meet the above eligibility criteria, will not be eligible for enrollment in the state sponsored fee-for-service plan until they have completed 24 qualifying pay periods of state service or its equivalent as an employee as defined in C.2. above. However, if no alternative plan or prepaid plan dentist is available within a 50-mile radius of the employee's residence, the employee who is a CAHP member will be allowed to enroll in the employee organization fee-for-service plan. The employee who is not a member of the CAHP will be allowed to enroll in the State sponsored indemnity plan.

e. The State and the Union further agree that allocations between the health and dental employer contributions shall be at the discretion of the Union, with approval by DPA.

55. Vision Benefits

a. Program Description

(1) The employer agrees to provide at no cost to the employee a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

b. Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 52, paragraph b. (1) of this Agreement.

c. Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 52, paragraph c. of this Agreement.

56. Health Promotion Activities

a. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.

b. Departments may, based on operational needs, allow employees up to one full hour of administrative time-off (ATO) per month, to participate in state-sponsored on-site health promotion activities.

- c. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

57. FlexElect Program

a. Program Description

(1) 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 DPA. The administrative fee paid by the participants will be determined each year by the Director of DPA.

(2) The FlexElect program allows employees to set aside a portion of wages in a “reimbursement account” to pay for certain expenses. FlexElect allows for two types of reimbursement accounts: a “medical account” and a “dependent care account.”

(a) Medical Reimbursement Account (MRA)

Employees can specify an amount to be deducted from their paycheck prior to paying federal, state, and social security taxes, thereby reducing their tax liability. Money placed in this account can then be reimbursed to employees as they incur eligible medical expenses.

(b) Dependent Care Reimbursement Account (DCRA)

Money to cover eligible dependent care expenses (e.g., child care or elder care) can be deducted from employees’ paychecks prior to paying federal, state, and social security taxes, thereby reducing their taxable income. Money placed in this account can then be reimbursed to employees as they incur dependent day care expenses.

Employees must re-enroll each year during open enrollment in order to be eligible for continued participation each year.

b. Employee Eligibility

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

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

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

(b) Must have a PI appointment which is effective January 1, through June 30 of the Plan Year for which they are enrolling and

- (c) Must be paid for at least 480 hours during the January through June control period for the Plan Year in which they are enrolling and
 - (d) Must have completed an enrollment document during the FlexElect Open Enrollment Period or as newly eligible.
- c. Subsection (b) 2. is not grievable or arbitrable.

58. Workplace Violence Prevention

- a. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement workplace violence prevention policies and programs.
- b. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.
- c. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

59. Non-Industrial Disability Insurance

- a. Annual Leave Option
 - (1) Employees in the annual leave option shall receive Non-Industrial Disability Insurance (NDI) payments at 50 percent of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten consecutive work days. Paid leave shall not be used to cover the ten work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100 percent income replacement. At the time of an NDI claim, an employee may elect either the 50 percent NDI benefit rate or a supplementation level of 75 percent or 100 percent of gross pay. Once a claim for NDI has been filed and the employee has determined the rate of supplementation, the rate of supplementation may be changed only one time during the period of the claim. The change shall be effective upon such date as requested by the employee, provided that such notification is received by Personnel Services Section at least twenty (20) days in advance of the requested effective date.
 - (2) The employee shall serve a seven consecutive calendar day waiting period before NDI payments commence for each disability. Accrued sick leave or annual leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital and nursing home is the same as defined by Unemployment Insurance Code Sections 2627.5 and 2627.7.
 - (3) If the employee elects to use annual leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.

- (4) Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave or annual leave, but may not return to NDI until that leave is exhausted.
- (5) In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to his/her full-time work during the period of his/her disability, may upon the discretion of his/her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed 100 percent of their regular "full pay." The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department or the CHP for the purpose of evaluating the capacity of the employee to perform the work of his/her position.
- (6) An employee who is medically certified as able to return to a limited-duty assignment while receiving NDI benefits may be required to do so at the request of the employer, as long as the limited-duty assignment is at the employee's regular headquarters. If the employee refuses a limited-duty assignment at his/her headquarters, the NDI benefits will be terminated. An employer may offer an employee a limited-duty assignment at a location other than the employee's headquarters, however, the employee is not compelled to accept the assignment. If an employee refuses a limited duty assignment at a location other than the employee's headquarters, the NDI benefits will remain in effect.
- (7) Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- (8) All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.
- (9) All appeals of an employee's denial of NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- (10) Employees who become covered in the Annual Leave Program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- (11) Employees who are participating in the Annual Leave Program who supplement their NDI benefits with leave credits at the 100 percent level shall be considered to have served a qualifying monthly pay period for any of the rights or benefits dependent on having worked a complete month, as prescribed by DPA Rule 599.608. Employees who supplement their NDI benefits at the 75 percent level shall receive service and annual leave credits at one-half the rate granted to those who supplement at 100 percent.

(12) An employee in the Annual Leave Program who is supplementing NDI benefits with leave credits will be required to expend his/her full eight hours of holiday-in-lieu credit for any holiday which falls during the period of supplementation.

b. Vacation/Sick Leave Program

For those employees who do not elect to participate in the Annual Leave Program, the existing NDI benefit program will apply. Such benefits are limited to \$135 per week.

60. Financial Assistance for Active Member Death

When an active employee suffers a death due to an illness or injury which was not incurred in the line of duty, a request may be made to the Commissioner to allow employees to donate leave credits (CTO, annual leave, vacation, personal leave, excluding sick leave) to the leave bank of that employee. The value of the donated leave credits is considered wages subject to State, Federal and Medicare tax withholdings and is paid by the donor. The value of this time minus the mandatory tax withholdings, may be converted to provide direct financial assistance to the beneficiary designated on the employee's STD 243 (Designation of Beneficiary) form. As funding permits, a maximum limit of financial assistance will be determined by the Commissioner.

The value of any leave transferred under this Section is reportable on the donor's annual Form W-2, Wage and Tax Statement.

61. Financial Assistance for Survivors of Officers Killed in the Line of Duty

- a. It is the intent of the CAHP and CHP to work toward implementation of a benefit which would be similar to the "Financial Assistance for Active Member Death" provision of the MOU except that the benefit would be provided to the beneficiary of an officer who is killed in the line of duty.
- b. The CAHP and the CHP agree to meet and confer to discuss logistics and possible implementation of the benefit described above, with approval of DPA.

62. Counseling Services

The State will provide confidential professional counseling services to all Unit 5 employees. Up to seven sessions per problem per fiscal year shall be made available at no cost to the employee. There shall be no charge to employees or family members except for extended counseling, which, if needed, is to be specifically and personally arranged between the employee and the counselor.

63. Survivor's Benefits

- a. Employees in Unit 5 who are members of the Public Employees' 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. The contribution for employees covered under this new level of benefits will be two dollars (\$2.00) per month. The rate of contribution for the State will be determined by the PERS Board.
- c. The survivors benefits are detailed in the following schedule:
 - (1) A spouse who has care of two or more eligible children, or three or more eligible children not in the care of the spouse.....\$1,800
 - (2) A spouse with one eligible child, or two eligible children not in the care of the spouse.....\$1,500
 - (3) One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee' death, upon reaching age sixty-two (62)..... \$750

64. Retirement Seminar

Any employee age 50 or older is entitled to one shift of state time, with prior approval of his/her Commander, to attend a retirement seminar. No overtime is to be allotted and no expenses are to be provided. An employee may only utilize this provision once.

ARTICLE XI - ALLOWANCES AND REIMBURSEMENTS

65. Uniform Allowance

- a. Employees shall be responsible for the purchase of uniforms required as a condition of employment. The State shall provide an allowance to employees for the replacement of uniforms. It is the intent of this section to indicate only the amount of allowance authorized. All other state laws, rules and Department policies regarding uniform allowance shall remain in effect. This allowance will not be considered compensation for use in computing retirement allowance. The allowance shall be as follows:

Beginning July 3, 2006:	Up to \$770/year
Beginning July 1, 2007:	Up to \$870/year
Beginning July 1, 2008:	Up to \$920/year
- b. Warrants in payment of the uniform allowance will normally be distributed by the tenth of the second month after the employees' established uniform allowance anniversaries.
- c. In addition to the annual allowance provided above, effective July 3, 2006, Unit 5 employees shall receive \$25 per month for the maintenance and cleaning of the uniforms. This allowance shall not apply to cadets while in training at the CHP Academy. This monthly allowance will not be considered compensation for use in computing retirement allowance.
- d. As Department funding permits, the Commissioner may authorize, prior to the end of each fiscal year, a specified amount for each employee to purchase an additional required uniform item.

- e. Upon successful graduation from the Academy, the State shall provide reimbursement, not to exceed \$570, to cadets for the purchase of uniform items, excluding alterations and /or modifications, required as a condition of employment. To be eligible for this allowance, the purchase of the uniform items must be made during the employee's Academy training. The receipt(s) must be dated within this period. Employees shall submit an original CHP 262, Travel Expense Claim, with the receipts attached, plus one copy, to the Academy Staff Office prior to departure from the Academy. The receipt(s) must:
 - 1) be legible
 - 2) show date of purchase (not order date)
 - 3) provide vendor name, address, and phone number
 - 4) show employee's name and identification number
 - 5) list the items purchased (itemized)
 - 6) purchases made during a different time period or travel expense claims post marked after the specified time frames will not be honored for reimbursement.
- f. Warrants in payment of the reimbursement specified in subsection e. above will normally be distributed within 90 days.

66. Boot Allowance

- a. Employees assigned as motorcycle riders, alternate riders, pilots or observers shall receive an initial boot allowance, effective the first day of assignment as a Category I motorcycle rider, Category II motorcycle rider or permanent assignment as a pilot or observer.
- b. Initial boot allowance shall be \$255 for Category I motorcycle riders and their alternates, and \$100 for pilots and observers.
- c. Employees assigned as motorcycle riders, alternate riders, pilots or observers who leave such assignments for a period of five consecutive years or more shall be eligible for the initial boot allowance upon return to that assignment.
- d. Subsequent boot replacement allowance of \$85 for Category I motorcycle riders, and \$50 for permanent pilots and observers will be paid annually from the boot allowance anniversary date. Alternate motorcycle riders will receive \$.3269 per day ridden.
- e. The boot allowance anniversary date shall be the date of permanent assignment as a pilot or observer, or the date a Category I motorcycle rider successfully completed the initial Motorcycle Training Course. The boot allowance anniversary date for employees who return to such assignments after separation from those assignments for five or more consecutive years shall be the new date of permanent assignment.
- f. Time off will not change boot allowance anniversary dates, but a pro rata reduction in allowance will be made for each 30 consecutive day period off for sick leave, injury time or military leave; or 11 or more days off during a pay period for suspension or non-military leaves of absence.

- g. Warrants in payment of the boot allowance will normally be distributed by the tenth of the second month after employees' established boot allowance anniversaries.

67. Business and Travel

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

- (1) Meals/Incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

- (a) 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)

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

- 1. On the fractional day of travel at the end of a trip of more than 24 hours:

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

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

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

2. On the fractional day of travel at the end of a trip of more than 24 hours:
 - Trip ends at or after 8 am.....breakfast may be claimed
 - Trip ends at or after 2 pm.....lunch may be claimed
 - Trip ends at or after 7 pm.....dinner may be claimed
3. If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.
4. For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:
 - Travel begins at or before 6 am and ends at or after 9 am:
Breakfast may be claimed.
 - Travel begins at or before 4 pm and ends at or after 7 pm:
Dinner may be claimed.

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

(2) Overtime Meals

- (a) When an employee is required to work overtime, he/she may receive an overtime meal allowance of \$8. A receipt is not required. To be eligible, the employee must be required to report to work at least two (2) hours prior to, or remain at least two (2) hours past, his/her regularly scheduled workday, or a minimum of ten hours on a regularly scheduled day off or holiday.
- (b) An employee must work an additional six (6) hours for each overtime meal after qualifying for the first overtime meal. No more than three (3) overtime meals may be claimed for each 24-hour period.
- (c) An employee who is on travel status and is entitled to meal reimbursement as outlined in Article XI, Section 60, paragraph (1)(a) above is not entitled to overtime meal reimbursement.
- (d) Employees working voluntary overtime are not entitled to overtime meal reimbursement.

- (3) 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.

(a) Regular State Business Travel:

1. Statewide, in all locations not listed in 2. or 3. below, for receipted lodging while on travel status to conduct State business, actual lodging up to \$84.00 plus applicable taxes.

2. 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.
3. 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.

- (b) State Sponsored Conferences or Conventions: for receipted lodging while attending state sponsored conferences and conventions, when the lodging is contracted by the state sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

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

- (c) Non-State Sponsored Conferences or Conventions: for receipted lodging while attending non-state sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

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

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

- (4) 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.

- (a) 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:

1. The employee continues to maintain a permanent residence at the primary headquarters, and
2. The permanent residence is occupied by the employee's dependents, or

3. 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 \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

- (b) An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.
- (5) 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.
- (6) Out of Country Travel: For short-term out of country travel, state employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by DPA. Subsistence shall be paid in accordance with procedures prescribed by DPA. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.
- (7) Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting state business. Each state agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

(a) Mileage Reimbursement

1. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on state business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
2. 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.
3. Travel to Headquarters: Mileage arising from travel between home or garage and headquarters is not normally allowed. An exception to this rule is when an employee is called back to work or when an employee works on a regular day off. In these instances, the Department shall provide reimbursement for travel from an employee's primary residence to headquarters up to 50 miles. Mileage is not allowed for travel between home and headquarters for voluntary overtime.

(b) Specialized Vehicles – Employees who must operate a motor vehicle on official state business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim 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.

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

(d) 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.

- (8) 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:
- (a) Railroad and bus fares of less than \$25 when travel is wholly within the State of California
 - (b) Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
 - (c) Telephone, telegraph, tax or other business charges related to state business of \$5.00 or less.
 - (d) In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
 - (e) 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.

(9) Moving and Relocation Expenses.

Whenever a Unit 5 employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates established in a.(1) and a.(3) above, and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

(10). Increased Reimbursement Rates

During the term of this agreement any increase in the State's business and travel reimbursement rates will be adjusted automatically for Unit 5 members.

68. 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 75 percent (75%) discount on monthly public transit passes sold by state agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification expenses.

- b. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the vanpool rider reimbursement, the State shall provide \$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 or more people who commute together in a vehicle (state or non-state) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- c. Employees headquartered out of state shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary vanpool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.
- d. This section is not subject to the grievance and arbitration sections of this Agreement.
- e. Both the State and the CAHP agree that employees should be encouraged to use alternate means of transportation to reduce traffic congestion and improve air quality in the State.
- f. The CAHP 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 and other actions to meet the goals or directives of air quality management districts. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

69. Education Tuition Reimbursement

- a. Employees may request tuition assistance from the Department for approved college/university courses.
- b. The granting of tuition assistance shall be consistent with the provisions contained in HPM 70.13, Departmental Training Manual, Chapter 9.

ARTICLE XII - SAFETY AND POLICE PROTECTIVE EQUIPMENT

70. Safety and Police Protective Equipment

- a. The State shall furnish the initial issuance of all safety equipment and police protective equipment required by the employing state agency and as described in HPM 11.2, Materials Management Manual. All safety equipment and police protective equipment provided pursuant to this section shall remain the property of the State. This section shall not supersede Government Code Section 19850.5.

- b. The equipment listed below is designated as police protective, safety, and work equipment for uniformed employees. Some items are issued based on geographical location or work assignment. Uniformed employees may substitute approved privately owned equipment for the state-issued equipment listed below, except those items marked by an "*." Equipment marked with this symbol shall not be replaced with privately owned equipment under any circumstances. Substitution with privately owned equipment shall be in strict accordance with HPM 11.2, Materials Management Manual.
- c. The State shall make available to employees other items of safety equipment it finds appropriate for specific job functions.
- d. Equipment Listed:
 - * (1) Oleoresin Capsicum (Pepper Spray)
 - * (2) Ammunition. Supply and use covered in HPM 70.8, Firearms Manual.
 - (3) Ammunition carrying case
 - * (4) Aviation life support items. Refer to HPM 100.7, Air Operations Manual.
 - (5) Badge
 - (6) Baton
 - (7) Baton ring
 - (8) Boots, insulated
 - (9) Boots, rain
 - (10) Hat, cold weather
 - (11) Hat cover, rain
 - (12) Hat piece
 - (13) Ear protectors
 - (14) Flashlight
 - (15) Glasses, safety (including prescription safety glasses). Refer to HPM 10.6, Occupational Safety Manual.
 - (16) Goggles, sand
 - (17) Handcuffs
 - (18) Handcuff case
 - * (19) Helmet, general duty
 - * (20) Helmet, motorcycle
 - (21) Holster, pepper spray projector

- (22) Holster, pistol, automatic
 - (23) Holster, radio extender
 - * (24) Plasticuffs
 - (25) Raincoat
 - (26) Rain pants
 - * (27) Pistol, automatic, .40 caliber
 - (28) Radio extender
 - (29) Nylon duty belt
 - (30) Soft body armor
 - (31) Work clothing, protective. Refer to criteria listed in HPM 11.2, Materials Management Manual
 - (32) Air purifying respirator (APR) with at least one of each: Chemical Biological Radiological Nuclear (CBRN) filter Cartridge
 - * (33) Tactical Equipment Bag
 - * (34) Tactical equipment bag which includes the following: cotton inspection gloves, hazmat over-booties, chemical tape, Tychem F coverall, Butyl gloves
- e. Lost or Damaged Equipment
- (1) Whenever an employee, through neglect or misuse, loses or damages Department issued safety and police protective equipment, or any other Department issued equipment, the Department may allow the employee to reimburse the Department for the lost or damaged equipment. If the employee agrees to such reimbursement, it shall be at the current replacement cost.
 - (a) If an employee agrees to reimburse the Department for the loss or damage of safety and police protective equipment or, any other Department issued equipment, the Department shall not initiate an adverse action against that employee for the loss or damage.
- f. Subject to mutual agreement of the parties, the State agrees to study the feasibility of providing reimbursement to employees equal to the State's individual purchasing cost when an employee chooses to purchase his/her own soft body armor.

ARTICLE XIII - PHYSICAL PERFORMANCE PROGRAM

71. Physical Performance Program

a. Introduction

The CAHP accepts the concept of a Physical Performance Program (PPP) as described in HPM 70.9, Physical Performance Manual.

b. Program Objectives

- (1) To maintain physical fitness of all CHP Officers.
- (2) To establish acceptable fitness standards for CHP Officers and minimum standards for successful completion of cadet training.

c. Program Administration

- (1) Administration of the Physical Performance Program will be the responsibility of the Department and described in HPM 70.9, Physical Performance Program Manual.
 - (a) Employee testing will be done in a manner established by the Department.
 - (b) Personal fitness plans will no longer be authorized or certified by the Department. Injuries sustained as the result of an employee engaging in a personal fitness program, competitive sports, or formal or informal competitive sports activities are not considered industrial injuries.
 - (c) Employees who attempted, but did not pass, their last PPP test during the testing cycle of July 1, 1994, through June 30, 1995, will have one year to meet the work tasks and become eligible for the incentive. All applicable fitness plans for these employees will remain in effect until testing has been completed.

d. Wellness Program

The Department and the CAHP will work cooperatively to maintain a program that ensures its members' wellness and their ability to physically perform the duties of a CHP Officer through the meet-and-confer process. In the event the parties to this Agreement cannot mutually resolve the contents of the Wellness Program, those issues in dispute may be submitted to formal negotiations.

ARTICLE XIV - PERFORMANCE STANDARDS AND APPRAISALS

72. Performance Standards and Appraisals

Notwithstanding any other provision in this Agreement, annual, interim or transfer performance appraisals shall be grievable up to Level III of the grievance procedure. Other forms of documentation relative to performance are not grievable or complainable.

ARTICLE XV - MEDICAL EXAMINATIONS

73. Medical Examinations

As permitted by state law, the State may require an employee to take a physical examination and, when the appointment for such an examination is during an employee's regularly scheduled work hours, he/she will receive straight time compensation for those hours. If scheduled during other than an employee's regularly scheduled work hours, the employee will attend on a leave of absence with pay. In no event will an employee earn overtime compensation for this examination. The results of

said examination shall be furnished to a physician designated by the employee upon his/her request.

ARTICLE XVI - SUBSTANCE ABUSE

74. Substance Abuse

a. Reasonable Suspicion

- (1) The State agrees that the odor of alcohol or marijuana on an employee's breath or clothing shall not be the sole basis for determining "reasonable suspicion" in ordering the complete drug test panel established pursuant to DPA Rules 599.960 through 599.966. The State may, however, require the employee to take a breath test, and take appropriate administrative action based on the results.
- (2) Information on an employee's medical condition (unrelated to illegal or unauthorized drug use) secured through a substance abuse test or conversations with the Medical Review Officer may be used to order a fitness-for-duty test, provided the "reasonable suspicion" which led to the drug test was based on objective symptoms.

b. Setting of Cut-Off Levels

- (1) It is the intent of the State to adopt cut-off levels based on:
 - (a) Standards established by the National Institute for Drug Abuse, where such standards exist.
 - (b) The recommendations of the laboratories selected to do the testing.

c. Employee Rights

In addition to the employee rights enumerated in DPA Rule 599.964, the State will comply with provisions of the Public Safety Officers' Procedural Bill of Rights, when applicable.

d. Samples

In performing any substance abuse test, the State will agree that two samples shall be taken and stored and made available to the employees for alternate testing upon request, consistent with the need to provide a secure chain of custody.

e. Access to Results

The State agrees that for purposes of DPA Rule 599.966(d) "individuals" shall mean authorized representatives of the appointing power.

f. Training

The State agrees to provide CAHP with the opportunity to review its training material on the administration of its substance abuse policy and consider any Association comments that may improve the training.

g. **Post-Implementation Review**

Upon request of either party, DPA and CAHP will meet for post-implementation reviews of the substance abuse policy. Such meetings will be held at mutually agreed upon times beginning at least six months after the implementation of the policy. Additional meetings may be held every six months thereafter.

ARTICLE XVII - RELEASE TIME FOR STATE CIVILSERVICE EXAMINATIONS

75. Release Time for State Civil Service Examinations

Upon giving 48-hours notice to his/her immediate supervisor, an employee otherwise qualified shall be permitted to participate in a State Civil Service examination during the employee's work hours if said examination is scheduled during that period.

ARTICLE XVIII - COMMITTEES

76. Alternate Work Week Committee

The CAHP and the Department have established a joint Alternate Work Week Committee to implement a test of alternate work week programs. Employees participating in the alternate work week program shall not suffer any loss of pay or benefits for their participation in the alternate work week.

77. Disease Management Committee

In recognition of escalating health care costs, the parties mutually agree to establish a joint Disease Management Committee to explore the concept of a disease management program as a pilot project in the CAHP Health Benefits Trust, with the State as a proactive partner in the disease management program.

ARTICLE XIX - ENTIRE AGREEMENT

78. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, 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 Agreement. Therefore, the State and CAHP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other should not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended by mutual agreement of the parties.

ARTICLE XX - DURATION

79. Duration

- a. Unless a specific provision provides for a different effective date, the terms of this Agreement shall go into effect July 3, 2006, upon ratification by both the Legislature and the Union and remain in full force through July 2, 2010.
- b. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

SIDE LETTER 1 – ALLOWANCES AND REIMBURSEMENTS

Uniform Allowance

A. Purpose

The Department of Personnel Administration (DPA), the California Highway Patrol (CHP) and the California Association of Highway Patrolmen (CAHP) have come to a mutual agreement to determine the most equitable method of providing the \$25 per month maintenance and cleaning allowance negotiated in the Bargaining Unit (BU) 5 Memorandum of Understanding (MOU) effective July 3, 2006 through July 2, 2010.

In December of each year, a check will be issued to all employees covered under the BU 5 MOU (R05), for the amount equivalent to \$25 per month. An employee is eligible to receive the monthly allowance for each month they are on the Department's payroll. Upon ratification of this MOU, all eligible employees will receive a check covering the time period of July 3, 2006 through October 31, 2006 or \$100 for the full four (4) month period. Each year thereafter, an eligible employee will receive a check covering a time period of twelve months (November 1 through October 31) or \$300 for the full twelve (12) month period.

All other provisions of this section remain unchanged.

SIGNATURE PAGE

Signature Page
Bargaining Unit 5
07/03/06 through 07/02/10



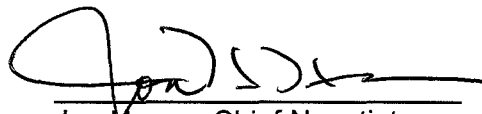
Diane Navarro, Chief Negotiator
Department of Personnel Administration



Rick Mattos, President
California Association of
Highway Patrolmen



Jon Rodriguez, Negotiator
California Highway Patrol



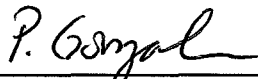
Jon Hamm, Chief Negotiator
California Association of
Highway Patrolmen




Ronald Lum
California Highway Patrol



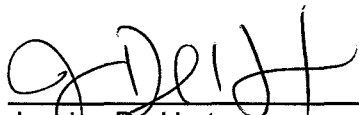
John Sattler
California Association of
Highway Patrolmen



Phillip Gonzales
California Highway Patrol



Doug Villars
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Jessica De Hart
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Carrie Lane
California Association of
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