Agreement Between

The State of California and

The California Association of Professional Scientists (CAPS)

covering

BARGAINING UNIT 10

PROFESSIONAL SCIENTIFIC

Effective July 1, 2018 through July 1, 2020

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Preamble

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA ASSOCIATION OF PROFESSIONAL SCIENTISTS, hereinafter referred to as CAPS or the Union, has as its purpose the promotion of harmonious labor relations between the State and CAPS; 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 Section 3517.5 of the Government Code.

ARTICLE 1 - RECOGNITION

1.1 Recognition

A. Pursuant to Public Employment Relations Board (PERB) decision S-SR-10, the State recognizes CAPS as the exclusive negotiating agent for all employees in Bargaining Unit 10.

B. Pursuant to Government Code Sections 19815.4 and 3517, CAPS recognizes the Director of the California Department of Human Resources 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.

C. At such time that the State employer designates a position as confidential pursuant to Government Code Section 3513(f), the State shall mail a notice to CAPS of the confidential designation. CAPS shall have fifteen (15) calendar days after the mailing of such notice to protest the State’s action. If CAPS elects to protest, the State shall meet-and-confer with CAPS in an effort to reach agreement. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution. If CAPS does not protest within the 15-day notice period, the confidential designation of a position shall be deemed agreeable to the parties and PERB shall be so advised.

ARTICLE 2 - SALARIES

2.1 Salaries

A. Effective July 1, 2019, all CAPS represented employees shall receive a General Salary Increase (GSI) of 5%.

B. Effective July 1, 2020, all CAPS represented employees shall receive a General Salary Increase (GSI) of 5%.

2.2 Merit Salary Adjustments

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable California Department of Human Resources rules.

2.3 Night Shift Differential

Unit 10 employees who regularly work shifts shall receive a night shift differential as set forth below:

A. Employees shall qualify for the first night shift pay differential of 40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.

B. Employees shall qualify for the second night shift pay differential of 50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

C. A “regularly scheduled work shift” is regularly assigned work hours established by the department director or designee.

2.4 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the employing agency as eligible to receive bilingual pay according both to its Exceptional Allocation Delegation Agreement with the Department of Human Resources and to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the employee must be certified under the authority of the Department of Human Resources as a qualified bilingual employee, and the position must be designated bilingual by the employing agency. (Estimated time spent on bilingual activities should be based on the average during a given fiscal year.)

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

   a. A direct public contact position;

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

c. An educational facility dealing with student needs;

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

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

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

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum $100.00 per monthly pay period, including holidays.

2. A monthly employee, meeting the bilingual differential pay criteria less than the entire pay period, would receive the differential on a pro rata basis. Where use of bilingual skill is necessary to comply with Federal regulations to implement Title VI of the Civil Rights Act of 1964, neither advanced Bilingual Position designation nor meeting the 10% usage standard is required for pro rata bilingual differential compensation so long as the employee has been certified bilingual.

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

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

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

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

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

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

F. Employees will be eligible to receive the bilingual differential payments on the date the employing agency approves the pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging (10%) of the time, consistent with the other provisions of this section.

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

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

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

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

2.5 Timely Payment of Wages

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

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

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

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

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

4. The circumstances listed in Items (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.

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

D. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.

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

2.6 Staff Specialist Compensation

A. Department of Food and Agriculture

1. Upon approval of the Director of the Department of Food and Agriculture or his designee, Unit 10 employees may be temporarily designated as primary State titled scientists in a specific scientific discipline or area of specialization.

2. An employee who is designated by the Director of the Department of Food and Agriculture as a primary State titled scientist shall receive a one-step salary increase for the duration of the assigned designation as compensation for the increased duties and responsibilities and for maintaining the highest level of technical expertise within his/her specific discipline.

3. There shall be a limit of twelve (12) State titled scientists in the department at any one time. The scientific disciplines include, but are not limited to, Biology, Entomology, Plant Nematology, Plant Pathology and Chemistry.

4. Each designation is temporary and subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist and the selection of the science are not subject to the grievance and arbitration provision in Article 9.

B. Department of Pesticide Regulation

1. Upon approval of the Director of the Department of Pesticide Regulation or his designee, a Unit 10 employee may be temporarily designated as the primary State titled scientist in the discipline of Toxicology.

2. The employee so designated by the Director of the Department of Pesticide Regulation shall receive a one-step salary increase for the duration of the assigned designation as compensation for maintaining the highest level of technical expertise within the scientific discipline of Toxicology.

3. The designation is temporary and is subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist is not subject to the grievance and arbitration provision in Article 9.

2.7 Diving/Climbing Pay

A. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of $25.00 per each hour for all payable hours of the day of the dive, including overtime, regardless of the number or duration of dives performed during the period. For this purpose, a day is defined as a calendar day. Upon departmental approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.

B. Effective upon agreement, Department of Industrial Relations (DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars ($10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.

C. Employees who “climb” pursuant to above will receive a minimum of one hour of climbing pay during the first hour of climbing each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

2.8 Overpayments/Payroll Errors

Overpayments shall be administered according to Government Code Section 19838.

2.9 AR 40

A. Effective the first pay period following ratification of this Agreement by the Legislature and CAPS, an employee who meets the below criteria shall be compensated with Alternate Range 40 pay (AR 40).

B. Alternate Range 40 Criteria:

Range B. This range shall apply to incumbents in positions approved by the California Department of Human Resources staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who substantially replace civil service employees for a total of at least 173 allocated hours of inmates', wards', or resident workers' time per pay period.

C. Any Unit 10 classifications may be considered for AR 40 compensation.

2.10 Recruitment and Retention Differentials

A. Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons.

1. Employees who are employed at Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons, Department of Corrections for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of $2,600.00, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.

2. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons, there will be no pro-rata payment for those months at any facility.

3. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro-rata share for those months served.

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

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

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

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

8. If an employee is granted a leave of absence, the employee will not accrue time toward the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at the qualifying institution and then takes six (6) months' parental leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of $2,600.00.

2.11 Out-of-State Pay Differential

Employees in the following classes that are headquartered out-of-state will receive a pay differential of $346.00 per month:

Schematic Code	Class Title
AC05	Pest Prevention Assistant I
AC10	Pest Prevention Assistant II
AC15	Pest Prevention Assistant III

2.12 Lump Sum Leave Cash Out Upon Separation

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

B. If an employee does not have an existing IRC 457 (b) and/or IRC 401 (k) plan account, he/she must enroll in the SPP and become a participant in one or both plans prior to his/her date of separation.

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

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred which exceeds the annual limits (e.g., "over-defers").

E. Implementation, continuation and administration of the Defined Contribution Plans is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.

F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

2.14 Operational Availability Incentive Program - Department of Water Resources

A. The Department of Water Resources (DWR) has established a compensated time off (CTO) bonus as an incentive for Unit 10 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.

   1. On January 1 of each year, DWR will establish the operational availability goals (Benchmarks) for each field division to be achieved by December 15 of that year. Operational Availability goals for enumerated Bargaining Unit 10 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations and Maintenance Headquarters shall be based on the goals achieved in the five (5) field divisions.

   2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

B. Employee Eligibility

   1. Must be an employee in Bargaining Unit 10 classification utilized by the Division of Operations and Maintenance;

   2. And, the Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 15 of each year;

   3. And, the employee has been assigned to that organization unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;

   4. And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;

   5. And, the employee has worked in such assignment at least one full calendar month.

C. The operational goals may be set at two levels, Initial Operational Availability Goal, and Second Operational Availability Goal.

   1. From January 1 each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.

2. From January 1, each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.

3. Division of Operations and Maintenance headquarters eligible employees may receive up to eighty (80) hours of CTO bonus per calendar year based on the increases achieved in the five (5) field divisions.

4. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability incentive bonus for that field division or headquarters location.

5. Eligible employees shall not receive more than eighty (80) hours of Operational Availability incentive bonus per calendar year.

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees; CTO may be taken only with supervisory approval. Accrual of CTO shall not exceed two hundred and forty (240) hours at any time.

E. At the employer's option, for all Bargaining Unit 10, Division of Operations and Maintenance employees who have Operational Availability Incentive bonus CTO hours in excess of 40 hours on the books may be cashed out on June 30 of every fiscal year.

F. This article is not subject to Article 9 - Grievance and Arbitration.

2.15 Salary and Alternate Range Disclosure

State departments shall be required to disclose the salary range and Alternate Range criteria when offering a position to a prospective employee.

2.16 Range Change Deferral

A. If eligible, employees shall receive, upon movement to an alternate range, the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in Salary Rule 599.681.

B. Employees, at their discretion, who are eligible for a range change may defer their range change up to three (3) qualifying pay periods in order to coincide the range change with the effective date of the MSA.

2.17 Educational Pay Differential

A. Effective the first day of the pay period following ratification, all CAPS represented employees who work in a classification that requires possession of a

masters' degree as a condition of employment shall receive a monthly pay differential of two (2) percent of base salary.

B. Effective the first day of the pay period following ratification, all CAPS represented employees who work in a classification that requires possession of a doctoral degree or a degree of Doctor of Medicine, as a condition of employment, shall receive a monthly pay differential of three (3) percent of base salary.

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

ARTICLE 3 – LEAVES

3.1 Vacation Leave

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

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

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

B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted as qualifying service for vacation purposes set forth under Subsection A above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

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

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

1. Was required to work as a result of fire, flood, or other extensive emergency;

2. Was assigned work of a priority or critical nature over an extended period of time;

3. Was absent on full salary for compensable injury;

4. Was prevented by department regulations from taking vacation until December 31 because of sick leave;

5. Was on jury duty; or

6. Was prevented by the department head or designee from utilizing accrued vacation.

It is the employee's responsibility to utilize all vacation hours in excess of the 640 hours cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in Items (1) through (6) above. Whenever an employee's vacation accumulation exceeds 640 hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.

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

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

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

vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Section, shall not be affected by employee(s) entering the unit after the schedule has been established.

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

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

3.2 Sick Leave

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

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

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

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

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

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

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

   1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of eight (8) hours credit for sick leave with pay.

2. Multiple positions under this rule:

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

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

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

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

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

    2. The supervisor believes the absence was for an unauthorized reason.

F. Sick leave may be accumulated without limit.

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

3.3 Family Medical Leave Act (FMLA)

A. An eligible employee, as defined by FMLA regulations, shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA.

B. Employees shall be entitled to leave up to a total of 12 weeks for the current calendar year in accordance with FMLA regulations.

3.4 Bereavement Leave

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

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary 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, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick 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 A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.

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

3.5 Parental Leave

A. A department head or designee shall grant a female permanent employee's request for an unpaid leave of absence for purposes of pregnancy, child birth, recovery therefrom or care for the newborn or adopted child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave.

B. A male spouse or male parent, or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297 who is a permanent employee, shall be entitled to an unpaid leave of absence for a period not to exceed one (1) year to care for his/her newborn or adopted child.

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

3.6 Union Leave

CAPS shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CAPS representative. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provision in this CAPS Agreement. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

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

B. CAPS agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-one (31) percent of the affected employee's salary, for all the time the employee is off on a union leave. Billing shall be for actual time on leave.

C. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.

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

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

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

G. Employees on union leave under this provision and CAPS shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

H. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CAPS 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.

3.7 Unpaid Leave of Absence

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

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

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

   1. Union activity;

   2. For temporary incapacity due to illness or injury;

   3. To be loaned to another governmental agency for performance of a specific assignment;

   4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;

   5. Education; or

   6. Research project.

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

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

F. Upon request by the employee, a leave of absence may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the termination.

3.8 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.

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

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

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

E. If an employee is assigned an approved alternate work week schedule, the employee is not required to return to work after an eight (8) hour period of jury duty has been served.

F. At the employee’s request, an approved alternate work schedule (e.g. 9/8/80, 4/10/40, etc.) may temporarily revert to a standard work schedule of 5/8/40 Monday through Friday in full week increments for the duration of the jury duty assignment. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

3.9 Non-Industrial Disability Insurance

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

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent of their full pay, not to exceed $135 per week, payable monthly for a period not exceeding 26 weeks for any one disability period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

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

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

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

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

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

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

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

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

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

3.10 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, annual leave, CTO, personal leave, vacation and/or holiday leave credits may be transferred from one or more employees to another employee, in accordance with

departmental policies and under certain conditions listed below. Sick leave credits cannot be transferred under this provision.

A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, or the employee's spouse, child, or parent.

B. The receiving employee has exhausted all leave credits.

C. The donations must be in whole hour increments and credited as vacation or annual leave.

D. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed across departmental lines in accordance with the policies of the receiving Department.

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

F. Donations shall be made on a form to be developed by the State and signed by the donating employee and verified by the donating Department. These donations are irrevocable.

G. This Section is not subject to the grievance procedure contained in Article 9 of this Agreement.

H. Any state employee who is eligible to accrue leave credits is eligible to contribute to an employee's catastrophic leave credits.

3.11 Work and Family Program - 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, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household) in accordance with departmental policies, under the following conditions:

A. To care for the family member's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, 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 the California Family Rights Act (CFRA), 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, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, 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 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 or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, 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, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household.

For the employee's own serious health condition, the certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position.

C. Sick leave credits cannot be transferred.

D. The receiving employee has exhausted all leave credits.

E. The donations must me a minimum of one (1) hour and in whole hour 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.

3.12 Catastrophic Leave - Natural Disaster

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

A. Sick leave credits cannot be transferred.

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

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

D. The donations must be in whole-hour increments and credited as vacation or annual leave.

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

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

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

H. This Section is not subject to the grievance procedure contained in Article 9 of this Agreement.

I. Any state employee who is eligible to accrue leave credits is eligible to contribute to an employee's catastrophic leave credits.

3.13 Annual Leave

A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual

leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.

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

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

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable CalHR 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 CalHR rule or memorandum of understanding.

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

Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

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

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on 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 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 requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.

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

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 3.2, Sick Leave, of this agreement.

K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 3.12 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 is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an Enhanced NDI benefit (50 percent of gross salary).

3.14 Enhanced Non-Industrial Disability Insurance - Annual Leave

A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 3.13.

B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for state employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50 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 their regular

time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. 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 ENDI claim, an employee may elect either the 50 percent ENDI benefit rate or a supplementation level of 75 percent or 100 percent at gross pay. Once a claim for ENDI has been filed, and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

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

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

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

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

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

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

J. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.

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

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

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

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in Section 3.9 and such benefits are limited to $135.00 per week.

3.15 Blood Donation

It is the policy of the State to support the participation of Unit 10 employees in donating blood, plasma, platelets and other blood products to certified donations centers, including certified mobile facilities. Any Unit 10 employee may be allowed paid leave to make these donations.

3.16 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 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 the departmental policy, an employee shall provide his/her supervisor with the verification of personal time spent mentoring from the mentoring program.

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

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

   1. Have a permanent appointment;

   2. Have successfully completed their initial probationary period; and

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

   Department management may make exceptions to the one school year commitment based on the mentoring program that is selected.)

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

   1. He/she is assigned to a "post" position in the California Department of Corrections and Rehabilitation; or

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

G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.

H. Any appeals and/or disputes regarding this Section shall be handled in accordance with the Complaint procedure specified in Article 9 of this Contract.

3.17 Mentoring Leave Authorization - Science Fairs

CalHR shall authorize state departments to include mentoring leave in support of regional science fair judging statewide and the Sacramento Regional Science & Engineering Fair as an approved program under section 3.16, Mentoring Leave.

3.18 Precinct Election - Paid Time Off

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

3.19 Voluntary Personal Leave Program (VPLP)

The State shall continue a Voluntary Personal Leave Program (VPLP) for all unit employees. Employees may voluntarily participate in the Personal Leave Program on a continuing basis.

A. Each full-time employee subject to paragraph B shall be able to enroll and be credited with either eight (8), sixteen (16), or twenty-four (24), hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the VPLP.

B. Each full-time employee participating in the VPLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 4.62% (one (1) day), 9.23% (two (2) days), or 13.85% (three (3) days) based upon enrollment level selected. In exchange for the corresponding credit eight (8) hours (4.62%) one (1) days), sixteen (16) hours (9.23%)(two (2) days), or twenty-four (24) hours (13.85%)(three (3) days) of leave will be credited to the employee's VPLP monthly.

   Beginning April 1, 2011, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program. Modifications (including resuming or ending) to an employee's VPLP election can be done on a quarterly basis.

C. Voluntary Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Voluntary Personal Leave must be submitted in accordance with departmental policies on vacation and annual leave. Voluntary Personal Leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).

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

   When an employee is removed from the VPLP, 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.

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 employee's Personal Leave balance may be transferred into a State of California Department of Human Resources Defined Contribution plan 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 VPLP.

G. A State employee in the VPLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced supervivor's benefits he or she would have received had the employee not participated in the VPLP.

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

I. Participation in the VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the 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.

K. The VPLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

L. The VPLP 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 VPLP for that month.

3.20 Personal Leave Program 2011

A. The use of the PLP 2011 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2011 time is scheduled and taken

prior to separation from State service. PLP 2011 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2011 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2011 time off to meet the intent of this section. PLP 2011 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).

B. Time during which an employee is excused from work because of PLP 2011 time shall not be considered as “time worked” for purposes of determining the number of hours worked in a work week.

C. PLP 2011 time shall have no cash value and may not be cashed out. Employees have until separation from State service to use all PLP 2011 time. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2011.

D. The PLP 2011 program shall not adversely affect an employee’s service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the flex-elect cash option.

E. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2011 and shall be based on the on the unchanged salary rate.

F. Service calculation for purposes of retirement allowances for employees participating in the PLP 2011 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.

G. Disputes regarding the denial of the use of PLP 2011 time may be appealed using the grievance procedure. The decision by the California Department of Human Resources shall be final and there may be no further appeals.

3.21 No Mandated Reduction in Work Hours

The State shall not implement a furlough program or a mandated Personal Leave Program during the duration of this Memorandum of Understanding.

3.22 Vacation/Annual Leave Cash Out

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

On or before May 1 of each year, starting in the 2016 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has the funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available,

employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to carry out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

ARTICLE 4 – HOLIDAYS

4.1 Holidays

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

B. Observed holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:

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

   2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.

   3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.

C. Every full-time and part-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year.

   The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

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

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

F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G or I, below. An employee shall receive compensation for only the observed or actual holiday, not both.

G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall be paid in accordance with Government Code Section 19853 (paid straight time, hour-for-hour basis). Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) the hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th. The method of compensation shall be at the State's discretion. If a full-time employee works eight (8) hours on the premium holiday, the employee shall receive no more than 20 hours of total compensation (combination of holiday credit, CTO, or cash) for each holiday worked.

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

I. Work Week Group E or SE Employees: When a permanent full- time employee is required to work on an observed holiday and the observed holiday falls on the employee's regularly scheduled day off, the employee shall receive up to eight (8) hours of holiday credit and one (1) hour Administrative Time Off (ATO) for every two (2) hours worked. If an observed holiday falls on an employee's normal day off, and the employee does not work, the employee shall receive no more than eight (8) hours of holiday credit.

J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be paid in accordance with Government Code Section 19853 (paid straight time, hour-for- hour basis). Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th, compensable by cash, CTO or holiday credit. The method of compensation shall be at the State's discretion.

K. Part-time employees shall receive holidays in accordance with the following:

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

Time Base	Hours of Monthly Vacation Credit per Vacation Group							Hours of Monthly Sick Leave and Holiday Credit
	7	10	11	12	13	14	15	8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

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

L. Work Week Group 2 employees may request and take Holiday Credit in fifteen (15) minute increments.

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

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

O. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of

annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

ARTICLE 5 - HEALTH AND WELFARE

5.1 Health, Dental, Vision

A. Health Benefits

1. Contribution Amounts

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

b. To be eligible for these contributions, an employee must positively enroll in a health plan administered or approved by CalPERS.

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

B. Health Benefits Eligibility

1. Employee Eligibility

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

2. Permanent Intermittent (PI) Employees

a. Initial Eligibility - A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI Control Periods.

For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

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

3. Family Member Eligibility

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

C. Dental Benefit Plans

1. Contribution

a. The State agrees to pay the following contribution for dental benefits that went into effect January 1, 2018. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by California Department of Human Resources.

1. The State shall pay up to $38.12 per month for coverage of an eligible employee.

2. The State shall pay up to $66.56 per month for coverage of an eligible employee plus one dependent.

3. The State shall pay up to $96.21 per month for coverage of an eligible employee plus two or more dependents.

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

2. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 5.1.B.1 and 2 of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 5.1.B.3 of this agreement.

4. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24)

months of employment without a permanent break in service, during the 24-month qualifying period. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

D. Vision Benefit Plan

1. Program Description

   The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of $10.00 for the comprehensive annual eye examination and $25.00 for materials.

2. Employee Eligibility

   Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 5.1.B.1 and 2 of this agreement.

3. Family Member Eligibility

   Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 5.1.B.3 of this agreement.

4. Employees may elect to participate in the Premier Plan during an open enrollment period or through a permitting event. Participation is at the employee's cost.

5.2 Employee Assistance Program

A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug, and stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or a stress-related problem so as to retain or recover his/her value as an employee.

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued compensating time off credits, sick, annual and vacation leave credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all compensating time off, sick, annual and vacation leave have been exhausted, and the employee is not eligible to use

Industrial Disability Leave or Nonindustrial Disability Insurance. A list of all Employee Assistance Program Coordinators shall be furnished to CAPS annually.

C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug or stress-related problems confidential, such records shall not be included in the employee's personnel file.

5.3 Medical Monitoring

When required by California Division of Occupational Safety and Health (DOSH) provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with DOSH regulations.

Upon request by CAPS, medical monitoring programs shall be discussed by the appropriate departmental Joint Labor/Management Health and Safety Committee. Recommendations by the Committee will take into account the status of current technology, scientific recommendations for such programs and the need for a specified departmental program.

5.4 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. The employee's choice of physician shall be honored in accordance with applicable state law.

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

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

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

5.5 Independent Medical Examinations

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

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

5.6 Employee Injury or Disability

Employees shall be eligible for Industrial, Enhanced Industrial Disability Leave, and Nonindustrial Disability Leave as provided in Government Code Sections 19869 through 19885 and as described below.

A. IDL

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

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

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

4. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

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

6. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in the Labor Code, except that no employee will be allowed to supplement

Temporary Disability payments in an amount which exceeds the employee's full net pay as defined above.

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

B. EIDL. The following classifications in Unit 10 shall be eligible for Enhanced Industrial Disability Leave (EIDL), as described below:

CODE	CLASS NAME
BH70	Environmental Scientist
BH74	Senior Environmental Scientist (Specialist) BH94 Hazardous Materials Specialist
BH93	Associate Hazardous Materials Specialist
BH92	Senior Hazardous Materials Specialist (Technical) SW80 Examiner I, Laboratory Field Services
SW75	Examiner II, Laboratory Field Services IC61 Assistant Industrial Hygienist
IC62	Associate Industrial Hygienist

1. An employee in the above enumerated classifications who loses the ability to work for more than 22 days as the result of an injury incurred in the official performance of his/her duties, may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee under the jurisdiction of the California Department of Corrections and Rehabilitation, a client of the Department of Developmental Services, patient of the Department of State Hospitals or a member of the Department of Veterans Affairs.

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

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

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

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

6. This Section relating to EIDL will not be subject to the arbitration procedure of this MOU.

5.7 FlexElect Program

A. Program Description

1. The State agrees to provide a flexible benefits program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subjected to all applicable state and federal laws and related administrative provisions adopted by CalHR.

2. Employees who have qualifying group health and/or dental coverage from another source and who meet the eligibility criteria in Section B will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program.

3. Employees who meet the eligibility criteria in Section B will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

B. Employee Eligibility

1. All eligible employees must have a permanent appointment with a time base of half time or more, or if in a limited-term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not permanent intermittent).

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. PIs choosing the Cash Option will qualify 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.

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

c. Must be paid for at least 480 hours worked during the January through June control period of the Plan Year for which they are enrolling.

d. Must have submitted an enrollment application during the FlexElect Open Enrollment Period or as newly eligible.

C. This Section is not grievable or arbitrable.

5.8 Pre-Tax of Health/Dental/Vision Premiums

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

5.9 Benefits Advisory Committee

The California Association of Professional Scientists (CAPS) agrees to participate in the Benefits Advisory Committee established by the California Department of Human Resources.

5.10 Pre-Retirement Death

The State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.

A. Employees in this unit who are members of the Public Employees Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, pursuant to Government Code Section 21574.7, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. The benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.

B. Pursuant to Government Code Section 21581(c), the contribution for employees covered under this new level of benefits will be $2.00 per month as long as the combined employee and employer cost for this program is $4.00 per month or less per covered member. If the total cost of this program exceeds $4.00 per month per member, the employee and the employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS Board, pursuant to Government Code Section 21581.

5.11 Accidental Death/Dismemberment Benefits - Department of Fish and Wildlife

A. In addition to the benefits described in Labor Code Sections 4701 and 4702, effective July 1, 1999, the Department of Fish and Wildlife (DFW) agrees to provide $50,000.00 air travel insurance for Unit 10 employees in the classes listed below required to fly as a passenger in other than regularly scheduled passenger aircraft to fulfill his/her work duties.

Schem	Code Class Title
BH70	Environmental Scientist
BH74	Senior Environmental Scientist (Specialist)
IC61	Assistant Industrial Hygienist
IC62	Associate Industrial Hygienist

B. The benefit is payable to the employee, employee estate or his/her designated beneficiary in the event of accidental death or dismemberment.

C. In the event of a dispute regarding appropriate designated beneficiaries, the life insurance benefit shall not be paid until the disputants legally verify that they have settled the dispute or a court of competent jurisdiction resolves the matter for the parties.

5.12 Rural Health Care Equity Subsidy Program

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

Should future legislation be chaptered that provides funding for the RCHEP, the State agrees to meet-and-confer to discuss implementation of the legislation for Unit 10.

5.13 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 worksite: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

5.14 Organ and Bone Marrow Donation

In accordance with Government Code Section 19991.11, employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be granted up to five (5) work days of paid leave (Donor Leave) in any one year period.

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

C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.

D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.

E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).

F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.

G. Donor Leave taken for donations is not a break in continuous service, related to salary adjustments, leave accrual, or seniority normally accrued on paid leave.

H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes much be requested in advance in the same manner as required to use sick or vacation/annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.

I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or

unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick leave, vacation, annual, personal, CTO, Family Medical, catastrophic, and medical leave.

J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave, and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her former position.

ARTICLE 6 – BUSINESS AND TRAVEL EXPENSES – ALLOWANCES AND REIMBURSEMENTS

6.1 Business and Travel Expenses

The State agrees to reimburse employees for actual, necessary, and appropriate business and travel expenses in accordance with CalHR rules and Online HR Manual sections 2201 (Travel and Relocation Policy), 2202 (Mileage Reimbursement), and 2203 (Allowances and Travel Reimbursements).

Effective upon ratification of this agreement by both parties, lodging, transportation, and per diem expenses incurred will be reimbursed in accordance with the time frame requirements and rates set by CalHR. Personal vehicle mileage reimbursement rates will continue to be tied to the Federal Standard Mileage Reimbursement (FSMR) rates.

6.2 Moving Expenses

Whenever an employee is reasonably required to change his/her place of residence, the State shall reimburse the employee in accordance with existing administrative regulations. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Agreement.

6.3 Business Equipment, Materials and Supplies

The State shall provide all business equipment, materials and supplies deemed necessary by the State. Business equipment, materials and supplies provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided business equipment, materials and supplies shall be held responsible for loss of and/or damage to those items other than that incurred as the result of normal use, wear or through no fault of the employee.

It is the intent of the State to provide business equipment, materials and supplies to enable the employees to perform assigned duties and responsibilities.

6.4 Uniform Replacement

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based upon actual costs for an amount to be determined by the State but not to exceed $670.00 per year for full-time employees, and not to exceed $335.00 a year for part-time employees of the Department of Fish and Wildlife, Department of Forestry and Fire Protection and Department of Parks and Recreation.

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

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

D. In those cases where the State does not provide the uniform to be worn, Unit 10 employees shall be responsible for the purchase of the required uniform as a condition of employment. After a Unit 10 employee has been employed for the equivalent of one full year in a permanent position which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform allowance. The uniform replacement allowance anniversary date for employees in the Department of Parks and Recreation shall continue to be February 1 of each year. Employees who do not have one (1) full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.

E. All required uniform items substantiated with a receipt(s) for same will be reimbursed up to the maximum allowance for the respective allowances as listed in Subsection A above.

6.5 Damage of Personal Items

A. In accordance with established procedures, when requested by an employee and approved by the department, the State will replace, repair or reimburse for various articles of personal property necessarily worn by unit employees in the course of his/her employment when such property is damaged or destroyed, through no fault of the employee, while the employee is carrying out his/her job assignment. Coverage is limited to articles of clothing, eyeglasses, hearing aids,

watches and dentures. Depreciation will be considered in arriving at the reimbursement value of clothing and other articles. The repair or replacement cost for a watch shall not exceed fifty dollars ($50.00).

B. This provision does not apply to lost or stolen articles or when recovery is possible under Workers' Compensation laws.

6.6 License Renewal Fees

The State agrees to reimburse permanent full-time employees who are required by law to maintain a license or certification as a condition of employment for the actual cost of the license renewal fees in effect on July 1 of each year of this Agreement.

It is understood that if any additional classes of Unit 10 employees are required to maintain a license or certification during the term of the Agreement, any required fees shall be paid by the State.

6.7 Safety Footwear

A. The purchase of specific safety or protective footwear required to be worn, but not provided by the employer shall be eligible for a reimbursement of up to $275.00 every two years.

B. The employee shall provide the employer with a receipt of purchase upon request for reimbursement.

C. Upon request to a department, by the Union, the department will provide a list of the assignments eligible to receive this reimbursement.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Meal Period

A. Unit 10 employees will normally be allowed a meal period of not less than 30 minutes or more than 60 minutes, which shall be determined by the employee's supervisor. The meal period will normally be scheduled in the middle of the work shift. A supervisor shall consider employee requests for an earlier or later meal period. Meal periods shall not be counted as part of the total hours worked. For employees assigned to a straight eight (8) hour work shift, meal periods will be counted as part of the total hours worked.

B. Upon request of a Unit 10 employee to modify his/her established meal period, a supervisor shall consider the needs of the employee, the needs of the State, and the nature of the work to be performed.

7.2 Alternative Work Schedule

A. Upon request of a Unit 10 employee or an authorized CAPS representative, a department designee shall meet with such employee or representative and consider requests for establishment of an alternative work schedule, flextime, telecommute schedule or reduced work time for a Unit 10 employee. The request shall not be unreasonably denied. This Section is only appealable to fourth level and is not arbitrable.

   Work Week Group E (WWG E) and SE (WWG SE) employees working a nonstandard work schedule (e.g., 4/10/40, 9/8/80) will be charged the number of hours scheduled for the day when they are absent for a whole day.

7.3 Overtime Scheduling

Where practicable, a department shall establish a system to request and utilize volunteers to perform overtime work from among Unit 10 employees who are qualified and available within the appropriate work area. If insufficient employees volunteer for the overtime opportunities, the State will decide who shall perform the overtime work.

Where sufficient Unit 10 employees volunteer for overtime opportunities, the overtime will be distributed fairly among employees insofar as circumstances permit. CAPS recognizes that work in progress may be completed by the employee performing the work at the time the determination was made that overtime was necessary.

7.4 Call Back Time

A. An employee in Work Week Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins three (3) or more hours after the completion of the work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

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

D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee’s authorized day off, the employee shall receive call back compensation. When staff meetings and training sessions are regularly scheduled on an employee’s normal work day and outside the employee’s

normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

7.5 Fair Labor Standards Act

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

B. No employee in a classification assigned to Work Week Group E shall have his/her salary reduced (docked) for absences of less than an entire day.

7.6 Duty Officer - Department of Toxic Substances Control

A. The after-hours Emergency Response Duty Officer (ERDO) Program is staffed by Environmental Scientist, Range C, and/or Senior Environmental Scientist (Specialist) volunteers from the Emergency Response Program, and if there are insufficient ERDO unit volunteers, other qualified DTSC volunteers based upon the volunteers' current job assignment, background, skills, experience, and training. The ERDO assignment involves responding to telephone calls received from the Governor's Office of Emergency Services or from other government agencies for the purpose of taking immediate corrective actions necessary to remedy or prevent an emergency resulting from fire, explosion, release, or potential release of hazardous substances that threaten human health or the environment. This activity includes, but is not limited to, approving expenditures of State funds, providing technical guidance, and coordinating emergency responses.

B. ASSIGNMENT:

1. On a seven consecutive day rotational basis, an ERDO volunteer will serve as primary contact during non-regular work hours and will be available by telephone at all times during the assignment as ERDO. A period of less than seven days may be assigned at the ERDO's request due to extreme and unusual conditions.

2. Those ERDO volunteers not acting as primary ERDO will act as backup contacts, if available, in the event the primary ERDO cannot be reached or is unable to carry out the duties of the assignment. The non-regular work hours that will be covered by the ERDO include weekdays from 5:00 pm to 8:00 am, with 24-hour coverage on weekends and days the office is closed during normal workdays, holidays, and/or emergencies.

C. COMPENSATION:

1. Effective upon ratification of this Agreement, ERDO volunteers shall receive a baseline compensation of one (1) hour of paid at time and a half for each

weekday period (5 pm to 8 am), and 3.5 hours of paid at time and a half for each day (24 hours) on the weekend for a total of 12 hours paid at time and a half per week.

2. Any compensation for time spent acting as ERDO for less than a full weekday or weekend period shall be pro-rated on these baseline rates.

3. An after-hours ERDO working on a holiday shall receive an additional four (4) hours paid at time and a half.

4. In addition to the baseline compensation of 12 hours per week, employees shall receive a minimum of two (2) hours paid at time and a half per incident handled. Time exceeding two hours will be compensated with pay at time and a half for each quarter hour increment. DTSC will compensate with pay paid at time and a half unless management and the employee agree on compensating time off (CTO).

5. When an ERDO volunteer determines he/she needs rest during regular work hours, the ERDO volunteer may request up to four (4) hours administrative time off to be granted at the supervisor's discretion.

7.7 Work Week Group Definitions and Compensation

A. Work Week Group 2

1. Work Week Group 2 applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA).

2. Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of forty (40) hours in a period of 168 hours or seven consecutive 24-hour periods.

3. The State employer agrees to administer current rules and practices regarding work week groups and overtime. Only time actually worked shall be considered time worked towards premium overtime in a work week. This means that time spent by employees on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., shall not be counted as time worked for purposes of determining eligibility for premium overtime.

4. Employees in Work Week Group 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

   a. Cash compensation shall be at one and one-half (1½) times the hourly rate.

   b. Compensating time off for Work Week Group 2 employees shall be given at one and one-half (1½) hours for each overtime hour worked.

5. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

B. Work Week Group E

1. State employees who are exempt from the FLSA are salaried, not hourly, workers.

2. To assure continued exemption from the FLSA, the following is the state's policy for all employees exempt from the FLSA:

   a. Management determines, consistent with the current memorandum of understandings, the products, services, and standards which must be met by FLSA exempt employees.

   b. The salary paid to FLSA exempt employees is full compensation for all hours worked.

   c. FLSA exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.

   d. FLSA exempt employees are expected to work the hours necessary to accomplish assignments and fulfill their responsibilities. The employee's workload will normally require 40 hours per week to accomplish. However, inherent in the job is the responsibility and expectation that work weeks of longer duration may be necessary for which there will be no additional compensation in any form.

   e. Management can require FLSA exempt employees to work specified hours.

      However, consistent with operational needs, and the services which management has determined must be provided, the FLSA exempt employee, subject to notifying and obtaining management concurrence, has the flexibility to alter his/her daily and weekly work schedules.

      Employees are responsible for keeping management apprised of their schedules and whereabouts, must receive approval from management for the use of formal leave (e.g. vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.

f. Consistent with the salaried nature of FLSA exempt employees, these employees:

1. Shall not be charged any paid leave for absences in less than whole day increments;

2. Shall not be docked for absences of less than a day;

3. Shall not be suspended in increments of less than one complete work week (one week, two weeks, three weeks, etc.) when facing discipline, suspensions, demotions, or discharge;

4. Shall not have absences of less than a day recorded for attendance record keeping or compensation purposes.

3. CDFW and CDFA Unit 10 licensed veterinarians (includes licensed Veterinarian Specialists and CDFW Staff Toxicologists) who are assigned to an Incident Command Structure response will have their Work Week Group changed to 2 for the duration of the incident.

C. Work Week Group SE

1. Work Week Group SE applies to those positions that under the FLSA are statutorily exempted (physicians, attorneys, teachers) from coverage.

7.8 On-Call Assignments - Department of Fish and Wildlife

A. Office of Spill Prevention and Response (OSPR)

1. On-Call Program

a. “On-call” is the requirement that an employee be available during specified off-duty hours to receive an order to work. An employee assigned to on-call duty shall, at all times while on-call, be prepared to respond in a fit and able condition. Employees not scheduled for on-call duty who are called back to work are not eligible for on- call compensation. Rather, appropriate call back provisions apply.

b. The Office of Spill Prevention and Response (OSPR) requires designated Unit 10 employees to be available during non-work hours to respond in accordance with program procedures to departmental emergencies and any other urgent, operational needs of the Department. The programs shall clearly specify in writing when any designated Unit 10 employee will be required to be available when not working, and what periods of non-working hours such employees shall be required to be available. Any Unit 10 employee with appropriate training may be selected for emergency response pursuant to this Section.

2. Selection of OSPR Unit 10 Employees for On-call Duty

   a. The OSPR will establish and publish on-call schedules on a monthly basis. The on- call scheduler will consult with staff required to be on-call in an effort to accommodate staff time off and/or other travel when preparing the on-call schedule.

      Substitution must be voluntary on the part of both employees and approved by the appropriate Response Supervisor prior to the beginning of the on-call assignment. A Response Supervisor is a manager or supervisor having the authority to call back and assign employees to an emergency incident.

   b. If an employee, due to an emergency or illness, is unable to fulfill his/her on-call duty responsibilities, he/she must notify the dispatch center. The Response Supervisor will first seek volunteers to cover the on-call shift. However, if no one volunteers or the program is under time constraints, management retains the discretion to make on-call assignments from among program Unit 10 employees.

   c. Management retains the right to place additional program Unit 10 employees on on- call duty during emergency situations.

   d. Employees assigned to on-call duty must respond within fifteen (15) minutes of being contacted by a program communication dispatcher. If the employee does not respond to the initial call, the dispatcher will make a second attempt to reach the employee. If the dispatcher is still unable to reach the on-call employee, the dispatcher shall contact the Response Supervisor. “Respond” in this case means contacting the dispatcher and beginning the response assessment procedure, including fact finding via telephone and/or driving to a particular incident.

   e. Employees on-call who do not respond or cannot be located may forfeit their on- call compensation.

3. Cell Phones

   a. The program will furnish cellular telephones and require employees assigned to on- call duty to carry these with them. Assigned employees shall be required to keep the cell phone activated and available, and to respond in the event he/she is contacted by a departmental representative during such on-call time.

   b. The on-call employee shall check in with the dispatcher at the beginning of each on- call shift to verify the dispatcher has the correct on-call schedule.

c. It is the responsibility of the employee to give the dispatcher another contact number if the employee is in an area where the cell phone does not work.

4. Compensation

Any OSPR Unit 10 employee covered by the Fair Labor Standards Act (FLSA) and assigned to be available for on-call duty shall be credited with four (4) hours of compensating time off (CTO) or cash at department's discretion for on-call time on a workday and six (6) hours of CTO or cash at department's discretion for on-call time on an administrative day off (24 hour period) provided his/her on-call time is not interrupted by a call-back.

If during the workday the employee's on-call time is interrupted by a call-back, then the employee will only be compensated two (2) hours of CTO or cash at department's discretion for eight (8) hours or less of on-call time or four (4) hours of CTO or cash at department's discretion for more than eight (8) hours of on-call time. If this situation occurs during an administrative day off, the employee will receive only two (2) hours of CTO or cash at department's discretion for eight (8) hours or less of on-call time, four (4) hours of CTO or cash at department's discretion for more than eight (8) hours but less than sixteen (16) hours of on-call time or six (6) hours of CTO or cash at department's discretion for more than sixteen (16) hours of on-call time. For purposes of this agreement, "On-call time" does not include the employee's normal work hours, including the lunch period, and scheduled or unscheduled overtime.

On-call time and compensation shall not be considered as time worked for overtime purposes consistent with federal and state law.

Employees of OSPR who have accumulated less than 240 hours of CTO in a calendar year may elect to cash out up to 40 hours of CTO. This cash-out option is only allowed once during a twelve (12) month period. An OSPR Unit 10 FLSA exempt employee assigned to be available for on-call duty shall be compensated with vacation or annual leave credits instead of CTO. However, with regards to the employee's actual response time, such time is considered part of his/her regular duties for which he/she is fully compensated by his/her monthly salary.

5. Response While On-Call

If a program Unit 10 FLSA covered employee, while on-call duty, is required by the OSPR/MRSR to attend to the operational needs of the Department and to report to a particular site or work location, that employee shall be compensated in accordance with the call-back provisions in Article 7.4 of the Memorandum of Understanding (MOU) between CAPS and the State of California. If a response to a particular site or work location is not required,

the employee will only be compensated for the actual time spent on the telephone and assessing the situation.

6. Dispute Resolution

   Disputes concerning the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure in Article 9.

7.9 Arduous Duty Differential for FLSA Exempt Employees

The State shall establish an “arduous pay” program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee’s classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

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

A. Non-negotiable Deadline or Extreme Urgency

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

B. Work Exceeds Normal Work Hours and Normal Productivity

   The work must be extraordinarily demanding and time consuming, and of a nature that significantly exceeds the normal work week and work productivity expectations of the employee’s work assignment.

   Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal work week to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

   The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 12 to 14 days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous pay requests to the California Department of Human Resources, and CalHR decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

7.10 Telecommute/Telework Program

A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group.

B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract.

C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union.

Within thirty (30) calendar days of the date of such notification, the Union may request to meet-and- confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.

7.11 On-Call Assignments - Public Health

1. On-call assignment is defined as a work-shift of no less than one (1) day in which the Unit 10 employee is: (1) available by telephone or electronic paging device at all times; and (2) normally immediately available to return to the facility for any emergency response deemed necessary by the employee or supervisor. On-call assignment shall be in addition to the employee's normal work schedule. If the

State deems it necessary, the State shall issue a Unit 10 employee an electronic paging device during an on-call assignment.

2. Those employees completing an on-call assignment shall receive one (1) hour CTO for each eight (8) hours time period of each on-call assignment, to a maximum of three hours CTO for each 24 hour period on call. Payment for fractions of an hour shall be made in quarter hour increments.

3. On-call assignments shall not be rescheduled to be less than one full day solely to avoid payment under this Section.

4. Unit 10 employees who complete on call assignments of less than seven (7) consecutive days shall receive pro rata CTO or pro rata pay.

5. On call compensation can apply to all Unit 10 staff regardless of work week group.

ARTICLE 8 - RETIREMENT

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.

8.1 Miscellaneous/Industrial - First Tier Members: First Tier A (2% at age 55), First Tier B (2% at age 60), and (PEPRA) First Tier (2% at age 62) Formulas/Contribution Rate/Final Compensation Earnable

A. First Tier retirement members first employed by the State prior to January 15, 2011 are subject to the First Tier A retirement formula.

B. First Tier retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the First Tier B Retirement Formula. The First Tier B Retirement formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to January 15, 2011.

The above categories are subject to the First Tier A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier retirement formulas.

Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to January 15, 2011	First Tier B Formula (2% at age 60) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.00
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

E. Employee Retirement Contribution

1. As stated in Government Code Section 20677.71, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute eight percent (8%) of monthly compensation in excess of $513.00 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of $317.00 for retirement.

2. As stated in Government Code Section 20683.2, Industrial members shall pay an additional one percent (1%) employee retirement contribution to retirement. Effective July 1, 2013, Industrial members subject to social security shall contribute nine percent (9%) of pensionable compensation in excess of $513.00 to retirement.

3. Industrial members not subject to social security shall contribute ten percent (10%) of pensionable compensation in excess of $317.00 to retirement.

4. The employee contribution rates described in 8.1 (E)(1), 8.1 (E)(2), and 8.1 (E)(3) for First Tier A, First Tier B, and PEPRA First Tier retirement formulas shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016- 17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.1 (E)(1), 8.1 (E)(2), or 8.1 (E)(3), respectively. After CalPERS determines (a) and (b) above have been met, the employee contribution rate for miscellaneous or industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to the employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, 2021, the employee contribution shall return to the rate in effect July 1, 2018.

F. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based

on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

8.2 Retirement - Safety Members State Safety A Formula (2.5% at age 55), State Safety B Formula (2% at age 55) and Public Employees' Pension Reform Act (PEPRA) State Safety Formula (2% at age 57)

A. State Safety retirement members first employed by the State prior to January 15, 2011 are subject to the State Safety A retirement formula.

B. State Safety retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the State Safety B Retirement Formula. The State Safety B Retirement Formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to January 15, 2011.

The above categories are subject to the State Safety A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the age/benefit factors for State Safety A, State Safety B, and PEPRA State Safety retirement formulas.

Age at Retirement	State Safety A Formula (2.5% at age 55) Employees hired prior to January 15, 2011	State Safety B Formula (2% at age 55) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA State Safety Formula (2% at age 57) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.700	1.426	1.426
51	1.800	1.522	1.508
52	1.900	1.628	1.590
53	2.000	1.742	1.672
54	2.250	1.866	1.754
55 and over	2.500	2.000	1.836
56	N/A	N/A	1.918
57 and over	N/A	N/A	2.000

E. Employee Retirement Contribution

1. As stated in Government Code Section 20683.2, State Safety members shall contribute an additional one percent (1%) retirement contribution. Effective July 1, 2013, State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of $317.00 for retirement.

2. Effective July 1, 2014, State Safety members shall contribute an additional one percent (1 %) retirement contribution. State Safety members shall contribute eleven percent (11 %) of pensionable compensation in excess of $317.00 for retirement.

3. The employee contribution rates described in 8.2(E)(2) for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall remain in effect until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.2(E)(2). After CalPERS determines (a) and (b) above have been met, the employee contribution rate for State Safety A, State Safety B, PEPRA State Safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to employee contribution in

any given fiscal year shall not exceed 1 percent per year. Beginning July 1, 2021, the employee contribution shall return to the rate in effect July 1, 2018.

F. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

8.3 Second-Tier Retirement Plan

Unit 10 members may participate in the Second-Tier retirement plan as prescribed by Government Code Section 21070.5.

A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.

B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67	1.2500	1.2500

D. Employee Retirement Contribution

As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by 1.5% points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

E. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

8.4 Savings Plus Program

A. The Savings Plus Program is comprised of an IRC 457 plan, and IRC 401(k) plan.

   All Unit 10 employees shall be eligible to participate in these program options. Participation shall be voluntary.

B. The Savings Plus Program shall maintain a brokerage option available to all participants. The brokerage option offered shall provide the broadest array and number of investments practicable included in the program. All costs for the brokerage option shall be paid by participants enrolled in the brokerage program.

C. CalHR agrees to continue the Savings Plus Advisory Committee. Members shall include CalHR staff and interested management, legislative and employee organization representatives.

8.5 Items Excluded from Compensation for Retirement Purposes

The State and CAPS agree that the following items shall be excluded from compensation for the purposes of retirement contributions:

ARTICLE/SECTION	TITLE
Article 6, Section 4	Uniform Replacement Allowance
Article 2, Section 7	Diving Pay
Article 19, Section 6	Transportation Incentives

8.6 Enhanced Industrial Retirement

The State agrees to provide enhanced industrial disability benefits as described in Government Code Section 20047 when a Unit 10 scientist has been injured as a result of a violent act by a patient or client in a forensic facility.

8.7 Public Employees' Pension Reform Act of 2013 (PEPRA)

A. PEPRA Definition of "Pensionable Compensation"

   Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the

contribution and benefit base specified in Title 42 of the United States Code Section 430 (b). The 2013 limits are $113,700.00 for members subject to Social Security and $136,440.00 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program - New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following his or her initial ARP hire date.

C. Equal Sharing of Normal Cost

As stated in Government Code Sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. “Normal cost” is determined annually by CalPERS.

8.8 Tax Treatment of Employee Retirement Contributions

In accordance with that Executive Order and with Internal Revenue Service guidance under Revenue Ruling 2006-43, this formalizes the implementation of section 414(h)(2) with regard to Employee Contributions to CalPERS that are made by the Employer on behalf of its employees. For this purpose, “Employee Contributions” means those contributions that are deducted from employees’ salary and credited to individual employees’ accounts under CalPERS. This Article specifically covers Employee Contributions made on behalf of employees covered by the collective bargaining agreement to which the Article relates.

A. Pick up of Employee Contributions

In accordance with section 414(h)(2) of the Internal Revenue Code, the Employer may “pick up” the Employee Contributions under the following terms and conditions:

- The contributions made by the Employer to CalPERS, although designated as Employee Contributions, are being paid by the Employer in lieu of contributions by the employees who are members of CalPERS;

- Employees do not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to CalPERS;

- The Employer is paying to CalPERS the contributions designated as Employee Contributions from the same source of funds as used in paying salary; and

- The amount of the contributions designated as Employee Contributions and paid by the Employer to CalPERS on behalf of an employee is the entire contribution required of the employee under CalPERS.

B. Tax Characterization of Picked-Up Employee Contributions

All Employee Contributions picked up by the Employer in accordance with Section 414(h)(2) of the Internal Revenue Code are, for tax purposes, treated as employer contributions and therefore are not includable in employee's taxable income until distributed from CalPERS. This Article formalizes the Employer's continuing characterization of Employee Contributions as employer contributions under section 414(h)(2). Accordingly, Employee Contributions covered by this Article will continue to be excluded from employee's taxable income under section 414(h)(2).

C. Wage Adjustment

Notwithstanding anything to the contrary, employees' salary will be reduced by the amount of Employee Contributions that are made by the Employer in accordance with the terms of this Article.

D. Limitations to Operability

This Article will be operative only as long as the Employer pick-up of Employee Contributions continues to be excludable from employees' taxable income under the Internal Revenue Code.

E. No Arbitration

The parties agree that nothing in this Article will be subject to the grievance and arbitration procedures set out in the collective bargaining agreement to which the Article applies.

8.9 Prefunding of Postretirement Health Benefits

The State and Bargaining Unit 10 hereby agree to share in the responsibility toward the prefunding of post- retirement health benefits for members of Bargaining Unit 10; and agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. Beginning July 1, 2017, the State and Bargaining Unit 10 will prefund retiree healthcare with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to

prefund retiree healthcare shall increase by the following percentages of pensionable compensation;

1. July 1, 2017: by 0.7 percent,

2. July 1, 2018: by 0.7 percent, for a total of 1.4 percent,

3. July 1, 2019: by 1.4 percent, for a total of 2.8 percent.

B. After July 1, 2019, the contribution percentages described in paragraph A shall be adjusted based on actuarially determined total normal costs. Adjustments to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the total normal cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2020, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost-sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year. Beginning July 1, 2021, the employee contribution shall return to the rate in effect July 1, 2019.

C. Employees Subject to Other Post Employment Benefit (OPEB)Prefunding

All Bargaining Unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than halftime, do not contribute. The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position.

Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 10 shall begin contributing immediately, unless they are not subject, as set forth above.

D. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees on disability, in which case contributions will be withheld post-tax. Positive pay employee contributions shall be taken in arrears, based on the prior month’s hours worked. Positive pay employees paid semi-monthly, will have the whole month’s contributions withheld from the second warrant during each monthly pay period.

1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.

2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.

3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:

   a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.

   b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.

      If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly appointment, the deduction amount will be computed based upon the part-time appointments pay rate.

E. Contributions will be deposited in the designated state sub-account for BU10 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health benefits to state annuitants and dependents associated with BU10. As defined in Government Code Section 22940, a designated state sub-account is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

F. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

G. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

H. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

8.10 Employer Contribution for Retiree Health Benefits

This section shall apply to all employees in Unit 10 first employed by the State on or after January 1, 2016.

A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 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.

    1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.

    2. This section shall apply to all employees first hired on or after January 1, 2016.

B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 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.

    1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.

    2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.

    3. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.

C. State employees and annuitants in BU 10 hired on or after January 1, 2016 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.

D. This section does not apply to:

1. State employees previously employed before January 1, 2016, who return to state employment on or after January 1, 2016; and

2. State employees on an approved leave of absence employed before January 1, 2016, who return to active employment on or after January 1, 2016.

E. The parties agree to support any legislation necessary to facilitate and implement this provision.

8.11 Post-retirement Health and Dental Benefit Vesting

A. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2016.

Health Benefit Vesting	
Credited Years of Service (For Employees in state service prior to January 1, 2016)	Percent of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

B. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2016.

C. The portion of the employer contribution toward postretirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled “Health and Dental Benefits Vesting.” The minimum number of years of State service at retirement to establish eligibility for any portion of the

employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.

D. State employees as defined in B above, who become BU 10 employees on or after January 1, 2016, shall not receive any portion of the employer's contribution payable for post- retirement health and dental benefits unless those employees are credited with 15 years of State service as defined by law.

E. The percentage of employer contribution payable for postretirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

Heath Benefit Vesting	
Credited Years of Service (For Employees new to state service on or after January 1, 2016)	Percent of Employer Contribution
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

F. This section shall apply only to State employees who retire for service.

G. Benefits provided an employee by this section shall be applicable to all future State service.

H. For the purposes of this section State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.

I. The parties agree to support any legislation necessary to facilitate post-retirement health and dental vesting, as identified in Government Code Sections 22874, 22874.2, 22958, or any other applicable section of the Government Code.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.1 Purpose

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

B. The purposes of this procedure are:

   1. To resolve grievances informally at the lowest possible level.

   2. To provide an orderly procedure for reviewing and resolving grievances promptly.

9.2 Definitions

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

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of SPB. Complaints may be appealed to the fourth level if the department head or designee does not timely answer at Step 3.

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

D. As used in this procedure, the term “party” means CAPS, an employee, or the State.

E. A “CAPS representative” refers to an employee designated as a CAPS representative or a paid staff consultant.

9.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure.

However, with the mutual consent of the parties, the time limitation for any step may be extended.

9.4 Waiver of Steps

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

9.5 Presentation

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CAPS representative, or both, may attend without loss of compensation. A CAPS representative may request a meeting at the first or second step providing it causes no additional cost to the State.

9.6 Informal Discussion

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

9.7 Formal Grievance - Step 1

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

   1. Twenty-one (21) calendar days after the event or circumstances occasioning the grievance, or

   2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

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

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

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

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

9.8 Formal Grievance - Step 2

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

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

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

9.9 Formal Grievance - Step 3

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

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

9.10 Formal Grievance - Step 4

A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the Director of the California Department of Human Resources (CalHR) or designee.

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

9.11 Response

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

9.12 Formal Grievance - Step 5

A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after receipt of the fourth level response, CAPS shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within

thirty (30) calendar days after receipt of the fourth level response, it shall be considered withdrawn and CAPS may not proceed to arbitration.

B. CAPS shall have one hundred eighty (180) calendar days after appealing the grievance to arbitration to request in writing to CalHR to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days of the initial request to arbitrate, the grievance shall be considered withdrawn and CAPS may not proceed to arbitration.

   Within seven (7) calendar days after the notice to strike arbitrators has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators from which the State and CAPS shall alternately strike names until one name remains and this person shall be the arbitrator.

   The State shall have forty (40) calendar days after a request to the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service prior to selecting an arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

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

E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in Section 9.2.A shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

9.13 Health and Safety Grievances

All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the second level of the grievance procedure pursuant to the modified time limits set forth below:

A. Health and Safety Grievance - Step 2

   1. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 9.6, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal.

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

B. Health and Safety Grievance - Step 3

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

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

3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response, CAPS shall have the right to submit the grievance to arbitration.

C. The selection of the arbitrator shall be in accordance with Section 9.12.B, and the case must be before an arbitrator within twenty (20) calendar days.

ARTICLE 10 – CAPS REPRESENTATIONAL RIGHTS

10.1 Representational Designation

A. The State recognizes and agrees to deal with designated representatives, or CAPS staff on the following:

1. The administration of this contract;

2. Employee discipline cases;

3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;

4. Matters scheduled for hearing by the Board of Control;

5. Matters pending before the State Personnel Board.

B. A written list of CAPS representatives, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation, and CAPS shall notify the State promptly of any changes of such representatives. CAPS representatives shall not be recognized by the State until such lists or changes thereto are received. A CAPS representative's "area of primary responsibility" is meant to mean institution, office or building. However,

the parties recognize that it may be necessary for CAPS to assign a representative to an area of primary responsibility for several small offices or buildings within close proximity.

10.2 Access

CAPS representatives or staff may have access to employees to represent them pursuant to Section 10.1.A above. Access shall not interfere with the work of the employees. CAPS representatives or staff seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made.

10.3 Use of State Phones

CAPS representatives shall be permitted reasonable use of State phones to make calls for CAPS representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

10.4 Distribution of Literature

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

B. CAPS may, before or after work hours and during meal or break periods, distribute CAPS literature in non-work areas.

C. CAPS may continue to use existing employee mailboxes for distribution of literature.

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

10.5 Use of State Facilities

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

When required in advance, CAPS shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of CAPS use of such State facilities.

10.6 Representative Time Off

Upon request of an aggrieved employee, a representative shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 10.1.A of this Agreement, provided the employee represented is in the representative's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the representative's immediate supervisor.

10.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPS representative on representational matters at the work site in accordance with Section 10.2 above during work hours, subject to approval of the employee's supervisor.

10.8 Representative Protection

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

10.9 Releases of Home Addresses

A. Home Addresses – Generally

   Consistent with the PERB regulations and State law, the State shall continue to provide CAPS with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires. A law enforcement employee is defined as someone with peace officer powers as provided by the California Penal Code.

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

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

   Effective one-month following ratification of this Agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 10 employees who perform non- law enforcement related functions with the option of having their home address withheld from CAPS. Instead, employees who perform non-law enforcement related functions will, upon request, be given a separate form by their appointing power that permits two choices: (1) withhold their address from CAPS, or (2) to cancel a previous withhold request thereby permitting release of their home address to CAPS.

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

Within one month following ratification of this Agreement by both parties, the State will send a letter to all existing Unit 10 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to CAPS.

D. Release and Use of Addresses

The State Controller's Office will send CAPS a list of all Unit 10 employees who, pursuant to Subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from CAPS. The State Controller's Office will also send CAPS a list of all Unit 10 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings by the State

The State Controller's Office will mail CAPS information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from CAPS. Said material shall be provided by CAPS. The cost of this mailing shall be paid for by CAPS. CAPS agrees to hold the State harmless for any annual mail that does not reach Unit 10 employees.

F. Address Confidentiality

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

G. Nature of Material

CAPS agrees that any CAPS literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the union.

H. Costs Reimbursable

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

I. Hold Harmless and Indemnification

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

10.10 Employee-Union Orientation

CAPS representatives and staff shall be given the opportunity to meet with each employee new to Unit 10 during normal working hours for orientation and onboarding of the employee on their employment status, rights, benefits, duties, responsibilities or other employment-related matters, and the role of CAPS, consistent with Section 10.2, without loss of compensation to the employee or CAPS representatives. CAPS shall receive not less than 10 days' notice in advance of a new employee orientation.

ARTICLE 11 – ORGANIZATIONAL SECURITY

11.1 Organizational Security

A. The State agrees to deduct and transmit to CAPS all membership dues authorized on a form provided by CAPS.

B. The State and CAPS agree that a system of authorized dues deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.8, subject to the following provisions:

   1. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for CAPS membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from CAPS membership by sending a signed withdrawal letter to CAPS and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of this Agreement

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

C. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance procedure contained in Article 9 of this Agreement.

ARTICLE 12 – STATE RIGHTS

12.1 State Rights

A. Except for those rights which are 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, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement provided that any such rule shall be uniformly applied to all affected employees and those similarly situated.

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

ARTICLE 13 – GENERAL PROVISIONS

13.1 No Strike

A. During the term of this Agreement, neither CAPS nor its agents nor any Bargaining Unit 10 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. CAPS 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.

13.2 No Lockout

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

13.3 Individual Agreements

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

13.4 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force.

Upon occurrence of such an event, the parties shall meet-and-confer as soon as practical to renegotiate the invalidated provision(s).

13.5 Reprisals

The State and CAPS shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Dills Act or any right given by this Agreement.

The principles of agency shall be liberally construed.

13.6 Supersession

The following enumerated Government Code Sections and Education Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections and Education Code Sections are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections or Education Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or Education Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Dills Act.

A. Government Code Sections

1. General

19824	Establishes monthly pay periods.
19839	Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
19888	Specifies that service during an emergency is to be credited for vacation, sick leave and Merit Salary Adjustments (MSA).

2. Step Increases

19829	Requires CalHR to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual MSAs for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specified instances.
19837	Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Holidays

19853	Establishes legal holidays
19854	Provides for personal holiday.

4. Vacations

19858.1	Defines amount earned and methods of accrual by full -time employees.
19856	Requires CalHR to establish rules regulating vacation accrual for part -time employees and those transferring from one State agency to another.
19856.1	Requires CalHR to define the effect of absence of 10 days or less on vacation accrual.
19863	Allows vacation use while on temporary disability (due to work -incurred injury) to augment paycheck.
19998.3	Requires CalHR to establish rules regarding vacation credit when employees have a break in service over six months.
19991.4	Provides that absence of an employee for a work -incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

19859	Defines amount earned and methods of accrual for full -time and part-time employees.
19861	Allows CalHR to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
19862	Permits sick leave to be accumulated.
19863	Allows sick leave use while on temporary disability (due to work -incurred injury) to augment paycheck.
19863.1	Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
19864	Allows CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
19866	Provides sick leave accumulation for non-civil service employees.
19991.4	Provides that absence of an employee for a work -incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Paid Leaves of Absence

19991.3	Jury duty.
19991.5	30 -day educational leave for the medical staff and medical technicians of the Veterans Home.
19991.7	Teachers' educational leave and earned credits subject to CalHR rule.

7. Uniforms, Work Clothes and Safety Equipment

19850	Definitions.
19850.1	Provides for uniform allowances.
19850.3	Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
19850.4	Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
19850.5	Provides for initial issuance of required safety equipment at State expense.

8. Industrial Disability Leave (IDL)

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

9. Non-industrial Disability Insurance (NDI)

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

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

10. Life Insurance

21600 Establishes group term life insurance benefits

21604 Provides for Death Benefit from PERS.

21605 Sets Death Benefit at $5,000 plus 50 percent of one year's salary.

11. Health Insurance

22808 Provides for continuation of health plan coverage during leave of absence without pay.

22870 Provides for employee and employer contribution

22871 Sets employer contribution.

12. Work Week

19851 Sets 40 -hour work week and 8 -hour day.

19843 Directs CalHR to establish and adjust Work Week Groups.

13. Overtime

19844 Directs CalHR to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable over-time while on temporary disability (due to work -incurred injury) to augment paycheck.

14. Callback Time

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

15. Defined Contribution

19993	Allows employees to deduct a portion of their salary to participate in a 457(b) defined contribution plan.
19999.5	Allows employees to deduct a portion of their salary to participate in a 401(k) thrift plan.

16. Relocation Expenses

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

17. Travel Expenses

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

18. Unpaid Leaves of Absence

19991.1	Allows the appointing power to grant a one -year leave of absence; assures the employee a right of return.
19991.2	Allows the appointing power to grant a two -year leave for service in a technical cooperation program.
19991.4	Provides that absence of an employee for work -incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
19991.6	Provides one year of pregnancy leave or less as required by a permanent female employee.

19. Performance Reports

19992	Provides for establishment of performance standards by State agencies.
19992.1	Provides for a system of performance reports and allows CalHR to enforce adherence to appropriate standards.
19992.2	Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by CalHR rule.

19992.4 Allows CalHR to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

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

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid -off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30 -day written notice prior to layoff and not more than 60 days after seniority is computed.

19998 Employees affected by layoff due to management -initiated changes should receive assistance in finding other placement in State service.

22. Incompatible Activities

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

23. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of CalHR or SPB on certain matters.

24. Training

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

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

B. Applicable Education Codes Part 43, Section 70000, et al. Part 32, Section 59000, et al.

13.7 Non-Discrimination

A. The State and CAPS agree that neither party will discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical handicap, sexual orientation, or any protected characteristic covered under applicable state and federal employment laws and agree to take such action as necessary to assure that this purpose is achieved.

B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 9 of this Agreement.

13.8 Sexual Harassment

A. The State and CAPS agree that no employee shall be subject to sexual harassment and agree to take such actions as necessary to assure that this purpose is achieved. In this spirit, the State agrees to post a statement of this commitment to this principle in all work sites.

B. Complaints alleging harassment shall not be grievable under the grievance procedure contained in Article 9 of this Agreement.

C. If the complaint is resolved in favor of the employee and the employee feels he/she is unable to return to his/her current job assignment, the State shall give consideration to transferring the employee to an equivalent position at the same salary and class, in the same location if a vacancy exists.

13.9 State-Owned Housing Rental and Utility Rates

A. Rent

Effective July 1, 1992 and annually thereafter for the duration of this contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State with 60-day notice as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to 25 percent each year, not to exceed fair market value.

2. During the term of this contract, where no rent is being charged, the State may raise rents up to $75.00 per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.

3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance after July 1, 1992, and annually thereafter, when the rental of State housing is made a condition of employment, the State may charge the employee 10 percent less than the regular rate of rent.

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

B. Utilities

Effective July 1, 1992, and annually thereafter, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

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

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

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

ARTICLE 14 – HEALTH AND SAFETY

14.1 Health and Safety Committees

A. The parties agree that Joint CAPS/Management Health and Safety Committees are appropriate in many areas of State employment. At CAPS request, each department shall establish at least one Joint

   CAPS/Management Health and Safety Committee. Additional Joint CAPS/Management Health and Safety Committees may be established as appropriate for the larger departments.

B. Joint CAPS/Management Health and Safety Committees may consist of no more than one representative in the area served by each Joint CAPS/Management Health and Safety Committee. The State may appoint an equal number of State representatives.

C. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.

D. Employees appointed to serve on the Committee shall serve without loss of compensation.

E. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties. If CAPS or the employee still believes the unsafe condition exists, CAPS or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure contained in Article 9.

F. To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint CAPS/Management Health and Safety Committee and remain confidential.

ARTICLE 15 – CAREER DEVELOPMENT

15.1 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment

lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of a CalHR examination.

15.2 Performance Appraisal

The performance appraisal system of each department shall include annual written performance appraisals for permanent employees. Such performance appraisals shall be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is serving. The department shall notify CAPS when performance standards are implemented or changed.

15.3 Training

A. The State agrees to reimburse Unit 10 employees for expenses incurred as a result of attending departmental approved and authorized job-required training. Attendance shall be without loss of compensation. Departmentally approved and authorized training attended during off-duty hours shall be considered work time. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:

   1. Tuition and/or registration fees,

   2. Cost of course-required books and materials,

   3. Transportation or mileage expenses,

   4. Toll and parking fees, and

   5. Lodging and subsistence expenses.

B. Reimbursement for the above expenses shall be in accordance with Section 6.1 of this Agreement.

C. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion of either: (1) the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.

D. As authorized and approved by a department, a Unit 10 employee may attend, without loss of compensation, and may be reimbursed, in full or in part, for training designed to increase the employee's job proficiency or professional career development and growth, and/or to maintain or obtain required professional licensure, certification or registration.

E. All training requests, approvals, and disapprovals, shall be in accordance with departmental procedures. Management shall respond to all training requests within twenty-one (21) calendar days from the date the request was received.

The parties may mutually agree to extend this response period. Employee training requests must be compatible with his/her approved individual development plan where such plans are utilized. When an employee training request is denied, the department will give consideration to this fact when reviewing the employee's next request for training.

F. This Section is only appealable to the third step of the grievance procedure and is not arbitrable.

15.4 Certification or Registration

A Bargaining Unit 10 employee may be provided up to eight (8) hours CTO upon successful completion of a certification or registration examination taken during off-duty hours. The certification or registration must be directly related to an employee's scientific specialty and assigned duties and be approved by the department head or designee.

15.5 Departmental Orientation

The State recognizes the value of having Unit 10 employees knowledgeable of programs and activities carried out by the departments. Each department shall periodically conduct a departmental orientation program for new permanent, full-time Unit 10 employees. Upon approval, existing employees may participate in the orientation.

15.6 Professional Papers

A. Upon prior approval of the department head or designee, the State may provide a Unit 10 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.

B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.

C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.

D. Signature credit shall be given employees who author or co-author any scientific research document.

E. The department head or designee shall respond to the employee's request for research, preparation and presentation of professional papers within thirty (30) days from the date the request was received.

15.7 Volunteer Training

Any Unit 10 Fish and Wildlife employee who has approval to serve as a volunteer deputized Fish and Wildlife Warden must complete the appropriate training required by Penal Code Section 832. If a volunteer deputized warden has approval to carry a firearm, the employee must complete firearms training required by Penal Code Section 832.

15.8 Professional Society Dues

In recognition of the professional nature of Unit 10 employees, each department, commission, board, or agency may reimburse a Unit 10 employee a total of up to $100.00 per year. This is for membership dues in one or more job-related professional societies or associations of the employee's choice. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

15.9 Professional Conferences

Every Bargaining Unit 10 employee shall be entitled to annually propose a professional development plan with a written response required within 30 business days. A plan with up to two (2) job-related professional conferences, in accordance with the annual Individual Development Plan, shall be considered based upon operational need. Such opportunities may involve reimbursement for one or more of the following items: travel, registration, materials, and state time, per department policy and practice. This Section is not grievable or arbitrable.

15.10 Professional Development

The State shall provide to all Unit 10 employees two days per fiscal year (without loss of compensation) for activities such as, continuing education training, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. Activities related to these two professional development days shall not result in any costs to the employer. Such activities shall be at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave and may be used in fifteen (15) minute increments. Such time shall not be accumulated.

15.11 Licensure and Certification - Continuing Education - Licensed Veterinarians (includes licensed Veterinarian Specialist)

As a condition of employment with the State of California, maintenance of required license or certification is the responsibility of the employee. For courses directly related

to maintaining licensure or certification, the State every two-year- licensing cycle shall provide each Unit 10 employee up to 36 hours of Continuing Education (CE) leave and reasonable travel time. CE courses shall be at the discretion of the supervisor and CE courses shall be related to the employee's current job duties.

A. The State shall not require Unit 10 employees to utilize vacation/sick leave, annual leave, CTO or Personal Leave to attend conferences directly related to maintaining licensure or certification. The time used for CE leave, regardless of location, shall be considered the same as other paid leave (i.e. vacation, annual leave). CE shall not be subject to any other leave cash-out provisions nor shall CE leave be cashed-out at separation or retirement. CE leave shall be carried over to the next fiscal year if the employee is denied or does not have the opportunity to use his/her CE leave during the fiscal year.

B. Requests for CE leave must be submitted to the supervisor or designee at least fourteen (14) days prior to the CE training. The department or designee shall approve or deny requests for CE leave within seven (7) workdays. CE requests shall not be unreasonably denied.

C. The State will reimburse up to $1,000.00 per year to cover CE costs for tuition and/or registration fees, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and sustenance expenses, and all other work-related expenses for courses directly related to licensure or certification. Certificates of completion shall be submitted with the expense claim. Employees working less than full-time shall be entitled to a pro-rated amount of the $1,000.00 per year.

ARTICLE 16 – TRANSFER AND LAYOFF

16.1 Layoff and Reemployment

A. Application.

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

B. Order of Layoff.

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

C. Notice.

Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30

calendar day time period will begin to run on date of mailing of the notice. Notice of the layoff shall be sent to CAPS.

D. Transfer or Demotion in Lieu of Layoff.

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

E. Reemployment.

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

F. State Service Credit for Layoff Purposes.

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

G. An appeal of any portion of this layoff provision shall solely be through the procedures established in Government Code Section 19997.14.

16.2 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to layoff employees, the State and CAPS shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement and unpaid leaves of absence.

16.3 Change in Work Location

The State, CAPS, and Bargaining Unit 10 employees recognize that the nature of the work performed by Unit 10 employees may require the State to make temporary reassignments of employees on short notice.

The State will normally provide Unit 10 employees with at least seven (7) working days advance notice of a change in their work location which would not reasonably require the employee to change his/her place of residence. This advance notice is not required

if: (1) the new work location is within the general vicinity of the employee's current regular street business address, (2) the change is due to an unforeseen emergency, or (3) the change is made at the request of the employee.

16.4 Appeal of Involuntary Transfer

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 9 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the California Department of Human Resources disapproves the transfer, the employee: (1) shall be returned to his/her former position;(2) shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and (3) shall be paid his/her moving costs both from and back to the original headquarters, in accordance with the California Department of Human Resources laws and rules.

B. An Appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

16.5 Hardship Transfer

The State and CAPS recognize the importance of hardship transfers as a way of dealing with work issues and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; a substantiated complaint of workplace violence or workplace bullying; mandatory job transfer of a spouse or domestic partner; or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area, work location, or unit to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area, work location, or unit. If the employee accepts the position of a lower paid classification, the State shall endeavor to reinstate the employee to his/her former classification and comparable salary level. Reasons for the inability to grant the transfer shall be provided in writing.

Transfers under this section shall be considered voluntary.

The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

ARTICLE 17 - CLASSIFICATION

17.1 Classification Changes

A. When the California Department of Human Resources (CalHR) desires to establish a new classification and assigns it to Bargaining Unit 10 or intends to modify an existing one that is in Bargaining Unit 10, CalHR shall inform CAPS of the proposal during CalHR's preparatory stages of the proposal. CAPS may request to meet with CalHR regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for CAPS to provide input. Upon request, CalHR may furnish CAPS with drafts of the proposed classification specifications.

B. CalHR shall notify and submit to CAPS the final classification proposal at least 20 work days prior to the date State Personnel Board (SPB) is scheduled to adopt it.

C. If CAPS requests in writing within ten (10) work days of receipt of the notice, CalHR shall meet with CAPS to discuss the final proposal. If CAPS does not respond to the notice, or if CAPS does not meet within five (5) work days from the date of request, the classification proposal shall be deemed agreeable to CAPS and be placed on SPB's consent calendar.

D. CalHR shall meet-and-confer, if requested in writing within five (5) work days from the date SPB approved the classification change, regarding only the compensation provisions of the classification. CalHR shall respond to CAPS within ten (10) days of CAPS' written request to meet regarding the compensation provisions of any new classification. CalHR shall not implement the proposed or revised classification until CalHR and CAPS meet-and-confer regarding the compensation.

E. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 9.

17.2 Out-of-Class Grievance Process

A. Definitions

1. "Working out-of-class" (a.k.a. "out-of-class work") is defined as performing, more than 50 percent of the time, the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which the employee has a current, legal appointment.

2. A "pre-arranged out-of-class assignment" is defined as the intentional assignment of out-of- class work to an employee by the employee's appointing power, department head or designee for a defined period of time of up to 120 days or, if approved by the California Department of Human Resources, up to one year.

3. “Terminated out-of-class work or assignment” is defined as “working out-of-class” (as defined above) in which the out-of-class work or assignment has ceased either because the duties and responsibilities that created the out-of-class situation were removed, or the percentage of time spent performing the full range of duties and responsibilities fell below 50 percent, or the employee is no longer working in the position alleged to have created the out-of-class situation.

B. Pre-arranged Out-of-Class Assignments

Notwithstanding Government Code Sections 905.2, 19818.8, 19818.6, 19818.16, and 19823 an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during any 12-month period. An employee may be assigned to work out-of-class for more than 120 consecutive calendar days only with the approval of the California Department of human Resources (CalHR). Out-of-class assignments shall not exceed one year.

1. Rate of Pay:

   If an appointing power, department head or designee requires an employee to work “out-of- class” in a higher classification for more than two consecutive weeks, the employee shall receive the rate of pay, pursuant to DPA Regulation 599.673, 599.674, or 559.676 that the employee would have received if appointed to the higher class for the entire duration of the assignment. The out of class compensation shall not be considered as part of the base pay in computing the promotional step in the higher class.

2. Rotation to Avoid Out-of-Class Pay:

   The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class compensation.

C. Out-of-Class Grievances

1. Exclusive Appeal Process:

   The grievance and arbitration procedure described in Subsection E below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the California Department of Human Resources referenced in Government Code Section 19818.16. Out-of-class grievances shall not be filed with the State Board of Control.

2. Out-of-Class Remedy:

   The grievance and arbitration procedure described in Subsection E shall be the exclusive means by which alleged out-of-class appeals shall be remedied,

including those referenced in Government Code Sections 19818.6 and 19818.20.

3. Retroactive Pay:

   The only remedy that shall be available to grievants is retroactive pay for out-of-class work.

4. Back Pay Limited to One Year:

   A timely filed grievance concerning out-of-class work which is granted under this Article shall not be compensated retroactively for a period greater than one (1) year before the filing of the grievance.

5. Arbitrator Limitations:

   Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. Duty to File Timely Grievance:

   If an employee believes that he/she has been assigned out-of-class duties and responsibilities, he/she must file an out-of-class grievance no later than 60 days after the conclusion of the out-of-class duties/work. Any claim for back pay concerning the out-of- class work is waived if the employee fails to timely file the grievance as provided by this section. The grievance package shall include a completed CalHR 651 (Job Description Form).

2. Third Level Appeal:

   Out-of-class grievances shall be filed with a designated supervisor or manager identified by each department head as the third level of appeal in the usual grievance procedure found in Article 9.

3. Third Level Response:

   The person designated by the department head as the third level of appeal shall respond to the grievance in writing within 45 calendar days after receipt of the grievance.

4. Fourth Level Appeal:

   If the grievant is not satisfied with the decision rendered by the person designated by the department head at the third level of appeal, he/she may appeal the decision in writing within 21 calendar days after receipt to the Director of the California Department of Human Resources.

5. Fourth Level Response:

   The Director of the California Department of Human Resources or designee shall respond to the grievance in writing within 60 calendar days after receipt of the appealed grievance.

6. Arbitration Request:

   If the grievance is not resolved by the California Department of Human Resources, the union shall have the right to submit the grievance to arbitration within 30 calendar days following receipt of the California Department of Human Resources' decision.

7. Arbitration Process:

   Article 9.12 "Formal grievance - Step 5" shall apply to out-of-class grievances except as otherwise provided in this section.

E. Arbitrator Award:

   The arbitrator's award regarding out-of-class grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.

ARTICLE 18 - PERMANENT INTERMITTENT APPOINTMENTS

18.1 Permanent Intermittent Appointments

A. An "intermittent" position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the fulltime work schedule. An intermittent employee may work up to 1,500 hours in any calendar year based upon SPB rule. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

B. Each department may establish an exclusive pool of intermittent employees based upon operational need.

C. Each department will endeavor to provide intermittent employees reasonable advance notice of their work schedule.

D. Upon mutual agreement, a department head or designee may grant an intermittent employee a period of nonavailability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of nonavailability may be revoked based on operational needs. An employee on nonavailable status who files for unemployment insurance benefits shall be immediately removed from such status.

E. An intermittent employee will become eligible for leave credits in the following manner:

1. Sick Leave.

   An intermittent employee in Bargaining Unit 10 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. An intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

2. Vacation Leave.

   An intermittent employee will be eligible for vacation leave credit with pay as defined in Section 3.1, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, an employee will be eligible for vacation credit with pay in accordance with the schedule in Section 3.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is lack of work, a department head or designee may:

   a. Pay the employee in a lump sum payment for accumulated vacation leave credits; or

   b. Schedule the employee for vacation leave; or

   c. Allow the employee to retain his/her vacation credits; or

   d. Effect a combination of a, b or c above.

3. Annual Leave.

   A permanent intermittent employee will be eligible for annual leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

   a. Pay the permanent intermittent employee in a lump sum payment for accumulated annual leave credits; or

   b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or

c. Allow the permanent intermittent employee to retain his/her annual leave credits; or

d. Effect a combination of a, b, or c, above.

Permanent intermittent employees will be subject to the provisions of Article 3.13 (Annual Leave).

4. Holidays.

An intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with CalHR rules.

5. Bereavement Leave.

An intermittent employee may only be granted bereavement leave if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days.

6. Jury Duty.

An intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty.

7. Non-industrial Disability Leave.

Where employment is intermittent, 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. Pay Day.

Each department will establish a date by which its PI employees shall receive their regular pay.

9. Dental Benefits.

An intermittent employee will be eligible during each calendar year for dental benefits if the employee works at least half time, has an appointment for more

than six (6) months, and must have been credited with a minimum of 480 paid hours within one of the two designated six (6) month periods in a calendar year. To continue benefits, an employee must be credited with a minimum of 480 paid hours in a designated six (6) month period or 960 paid hours in two consecutive designated six (6) month periods. For the purposes of this Section, the designated six (6) month periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible intermittent employee must enroll in a dental benefit plan within 60 calendar days from his/her date of qualification.

10. Health Benefits.

    Intermittent employee eligibility for health benefits is consistent with Item (9) above.

11. All remaining conditions of employment that relate to the employee shall be administered in accordance with existing rules and regulations, unless modified by this Agreement.

ARTICLE 19 - MISCELLANEOUS

19.1 Request for Reinstatement After AWOL Separation

In any hearing of an automatic resignation (AWOL) pursuant to Government Code Section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the California Department of Human Resources, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this contract, nor may it otherwise be appealed to a court of competent jurisdiction.

This provision does not otherwise limit or expand any other authority of the hearing officer under Government Code Section 19996.2.

19.2 Incompatible Activities

Each department shall have a formal incompatible activities policy. Copies of the policy shall be provided to employees upon request. Unit 10 members who wish to engage in outside activities may request, in writing, a formal departmental review. The department shall provide a determination, in writing, within 30 calendar days. Departmental determinations of incompatibility shall be grievable but not arbitrable.

19.3 Personnel and Evaluation Materials

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

B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head

or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.

C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date the document acknowledging receipt. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.

E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

F. Any performance evaluation conducted of an employee who is a participant in CAPS/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance.

G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three-year period. Except that, by mutual agreement between a department head or designee and an employee, an adverse action material may be removed.

19.4 Release Time for State Personnel Board

Upon two working days' advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either: (1) a party to the hearing proceedings (e.g., an appellant), or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to

accommodate a shift change request from an employee involved in Item (1) or (2) above who is scheduled to work a graveyard shift on the day of an SPB hearing.

19.5 Peer Review

The State and CAPS recognize that peer review can be advantageous to maintaining the quality of laboratory research in scientific disciplines. Upon request, the departments will within thirty (30) calendar days, meet- and-confer regarding the use of peer review where appropriate. Up to two (2) CAPS employee representatives may be given release time to meet-and-confer without loss of compensation. Article 9 does not apply to this Section.

19.6 Transportation Incentives

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

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of $65.00 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 $65.00 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

C. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of $65.00 per month. In lieu of the vanpool rider reimbursement, the State shall provide $100.00 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 contributions. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specially designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. 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 $65.00 per month or in the case of the primary vanpool driver, the $100.00 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

E. For the term of this Agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars ($20.00) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared with rates for covered parking.

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

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

19.7 Group Legal Services

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

19.8 Workplace Violence and Bullying Prevention

Each department shall establish, implement, and maintain a Workplace Violence and Bullying Prevention Program. The program shall be in writing and distributed and/or made available to all employees.

19.9 CalEPA Relocation and Transportation Agreement

Except as otherwise specified, this section shall apply only to those employees headquartered in the CalEPA Building located at 1001 I Street in Sacramento, California.

A. Telecommute Policy.

The CalEPA Telecommute Policy shall be implemented and available to all scientists throughout the State employed by CalEPA.

B. Commute Mitigation

1. Alternate Transportation Support – The State and CAPS agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

2. Incidental Use Parking – CalEPA shall develop an “Incidental Use Parking Program” for employees who use alternate means of transportation to commute to and from work. Upon 24 hours’ notice, employees who self-certify that they are using alternate transportation to commute to and from work at least three times per week, shall be eligible to park for up to two days per pay period in a CalEPA paid parking space set aside for this purpose.

3. Guaranteed Ride Home Program – This program exists through the Sacramento Transportation Management Association. This program allows employees who use alternative transportation at least three times per week to obtain transportation in the case of emergency or unanticipated approved overtime that precludes the use of their regular ride home. Eligible employees may use the program up to six times in a 12-month period. All CalEPA boards, departments and offices will maintain membership in this organization in order to provide this benefit to all qualifying employees.

C. Parking

1. Parking Lot Waiting List – For purposes of allocating available parking spaces to CalEPA employees who were not assigned a lottery number on August 3, 2000, the following priority order shall be used after September 1, 2000: 1) disabled, 2) car/vanpools and shared permits with at least two CalEPA employees, and 3) all others, on a first come first served basis, without exceptions.

2. Waiting List Status Reports – Upon request of the exclusive representative for any of its affected bargaining units, CalEPA shall provide reports describing: 1) the number of parking permits available by lot, 2) the number of permits issued, and 3) the number of employees on the waiting list of each lot.

3. Parking - It is understood that the State will not subsidize employee parking.

D. Bicycle Transportation

1. Bicycle Storage Fee Reimbursement – Employees charged a bicycle storage fee shall be eligible for reimbursement of $15.00 per month from when the employee relocates to the CalEPA building. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures for the administration of this benefit.

2. Bicycle Storage Assignments – Bicycle storage shall be assigned based on commute days, by lottery numbers, and in accordance with the following priority: 1) five days per week, 2) four days per week, and 3) three days per week. CalEPA shall notify each bicyclist of storage arrangements beginning October 1, 2000. Advance acceptance of the storage assignment may be submitted to appropriate administrative officials. After assignments are final at each bicycle storage area, each employee may then request to be placed on a waiting list for specific bicycle storage areas. Placement on a waiting list shall be based on a first come, first served basis. Upon satisfactory proof of the need for such accommodation, bicycle commuters who require special needs accommodations shall have priority over all others commuting the same number of days per week.

   The CalEPA Bicycle Storage Area is not scheduled to be available for parking until December 2000. Employees with permits may either park bicycles in general work areas of a CalEPA sponsored Pilot Project, or use available bicycle storage facilities located at 901 P Street, or any other state building.

3. City Storage Fee Reimbursement – Employees who commute to and from work by bicycle at least three days per week shall be eligible for reimbursement of the fee charged by the City for bicycle parking until the bicycle storage facilities in the new building are available for use, and afterwards, if the facilities in the new building are fully utilized.

E. Clothing Lockers

1. Priority assignment shall be given to employees who commute by bicycle or on foot by lottery number and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Employees who commute to and from work by bicycle or on foot who were not assigned a lottery number, shall be assigned available clothing lockers in accordance with the same priority and on a first-come, first-served basis. Employees requiring a clothes locker to meet special needs accommodations shall be assigned a clothes locker upon satisfactory proof of the need for such accommodation. All other clothing lockers shall be utilized on a first-come first-served basis.

F. Safety Committee

CalEPA agrees to establish a Safety Committee to review and discuss safety issues and concerns applicable to the employees of CalEPA and its Boards, Departments and Offices (BDO) located at the CalEPA Headquarters building at 1001 I Street in Sacramento. The Committee shall meet quarterly and participants shall include the safety officer from each BDO and one representative from each Bargaining Unit willing to participate. The Committee shall establish Bylaws that may or may not be based on any such existing

committees, so long as they are not in conflict with the Memoranda of Understanding for each participating Bargaining Unit.

G. Building Card Key Costs

Employees are responsible for their business card keys. Except in cases of loss and/or damage due to negligence, business card keys will be replaced at no cost to employees up to two times per year.

H. Implementation

Where necessary, CalEPA shall develop procedures to implement any of the above programs.

19.10 Contracting Out

A. Purpose.

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Unit 10 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. Policy Regarding Personal Services Contracts and Cost Savings.

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Unit 10 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide CAPS' designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 10 class sections.

2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide CAPS' designated representatives with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed provided the contract is/will be for services found in Unit 10 class

specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(2).

3. The purpose of this subsection (C) is to provide CAPS with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with CAPS for this purpose, if requested by CAPS.

D. Personal Service Contracts In Existence

1. Upon request of the union each department shall submit copies of any or all personal services contracts that call for services found in Unit 10 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the union, or longer if approved by the union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 10 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in Unit 10 classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 10 class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in Unit 10 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within 10 workdays after receipt of the personal service contract and associated documents as provided for in paragraph D(1) above, the union and the department shall begin reviewing the contracts. The union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, and all applicable laws, Federal mandates and court decisions/orders. In this regard, the union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All

determinations shall be through express mutual agreement of the union and the department.

3. The union and the department will continue to meet as necessary to examine personal services contracts which have been let.

4. If savings are generated by the terminations of personal service contracts under this provision, it is the intent of the State to implement agreements of the union and the department for utilization of said savings. Such agreements may include:

   a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 10 employees.

   b. Enabling the employment of Unit 10 employees for services currently performed by contractors.

   c. Enabling of the conversion to Unit 10 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.

   d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.

   e. Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that Unit 10 employees have preference over contract employees consistent with, but not limited to the following principles:

   a. The duties at issue are consistent with the Unit 10 employee's classification;

   b. The Unit 10 employee is qualified to perform the job; and

   c. There is no disruption in services.

2. To avoid or mitigate Unit 10 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary

demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the union and the department that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a Unit 10 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and CAPS shall meet-and-confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a Unit 10 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with Section 6.2 of the parties' collective bargaining agreement.

F. Nothing in this Section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal court or the authority of the special masters or receiver.

G. Relationship Between this Section and Related Statutes.

The State is mindful of the constitutional and statutory obligations (e.g., Government Code Section 19130) as it pertains to restriction on contracting out. Thus, nothing in this Section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code Section 10337).

19.11 Union/Management Committee on State Payroll System

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

This section shall not be subject to the grievance and arbitration procedure.

19.12 Excess Leave Balance Committee

CAPS and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations on reducing the excess leave balances of Bargaining Unit 10 employees.

The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Committee members and subject matter experts shall serve without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules, and agenda.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

This section shall not be subject to the grievance and arbitration procedure.

ARTICLE 20 – ENTIRE AGREEMENT AND DURATION

20.1 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

   With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection B below.

B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that during the term of this Agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAPS of the proposed change 30 days prior to its proposed implementation.

   The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 10, when all three of the following exist:

   1. Where such changes would affect the working conditions of a significant number of employees in Unit 10.

   2. Where the subject matter of the change is within the scope of representation pursuant to the Dills Act.

   3. Where CAPS requests to negotiate with the State.

   Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement

as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Dills Act.

20.2 Duration

A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect July 1, 2018 and remain in full force through July 1, 2020.

B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

20.3 Contract Appropriation

The State and CAPS agree to present to the Legislature a provision to appropriate funds to cover the economic term of this agreement through July 1, 2020. This will maintain Unit 10 employee salaries and benefits in case of an untimely budget.

Side Letter – Employee Communication (AB119)

Side Letter of Agreement Between California Association of Professional Scientists (CAPS), (Bargaining Unit 10) And The State of California

The State of California and CAPS agree to modify the existing agreement to include Government Code sections 3555.5 - 3559 (Public Employee Communication), which incorporates New Employee Orientation and the expansion of employee contact information provided to California Association of Professional Scientists.

New Employee Orientation

A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union. The Union representative shall suffer no loss of compensation for the purpose of attending these meetings.

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

C. Departments shall provide at least a 10-day notice of upcoming New Employee· Orientation trainings with the location, date and the timeframe for the Union to address bargaining unit employees. A shorter notice may be provided in a specific instance when there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

Employee Communication

A. Within 30 days of hire and every 120 days thereafter, departments shall provide bargaining unit employees' work, home, and personal cellular telephone number and personal email address(es) on file with the employer.

B. It is agreed that the State shall provide each employee the opportunity to request that his/her home address, home telephone number, personal cellular telephone number, and personal email address(es) not be divulged to CAPS.

C. Employee home address, home telephone number, personal cellular telephone number, and personal email address(es) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of home address, home telephone number, personal cellular telephone number, and personal email address(es), and shall not disclose or otherwise make them available to any person, entity, or organization.

D. The state shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code section 6206.7.

E. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code section 6254.3.

/s/Pam Manwiller for CalHR

/s/Stephanie Lewis for CAPS

Side Letter – Wounded Warrior Transition Act

Side Letter of Agreement Between The California Association of Professional Scientists (CAPS) (Bargaining Unit 10) and The State of California

The State of California and CAPS agree to amend Wounded Warrior Side Letter 12/18/15 to Include recently enacted legislation that modified California Government Code 19859 to provide the following Sick leave benefit:

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

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

/s/Pam Manwiller for CalHR

/s/Stephanie Lewis for CAPS

SIGNATURE PAGE

Bargaining Unit 10
California Association of Professional Scientists
Memorandum of Understanding (MOU)
July 1, 2018 through July 1, 2020

State of California

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Guy Burghgraef, Department of Human Resources

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