

**Agreement**  
**between**  
**State of California**  
**and**  
**California Association of Highway Patrolmen (CAHP)**  
**covering**

**BARGAINING UNIT 5**  
**HIGHWAY PATROL**

**Effective**  
**July 2, 2019 through July 1, 2023**

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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 employer, pursuant to Government Code Sections 19815.4 and 3517, and the CALIFORNIA ASSOCIATION OF HIGHWAY PATROLMEN, hereinafter referred to as CAHP, has as its purpose the promotion of harmonious labor relations between the State and CAHP; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety.

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

## **ARTICLE I - RECOGNITION**

### **1. Recognition**

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

## **ARTICLE II - ORGANIZATIONAL SECURITY**

### **2. Dues Deduction**

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

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

### **3. CAHP Rights**

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

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

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

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



- (3) Upon request of an employee, a CAHP Representative shall be allowed up to four hours of release time to review an Adverse Action file and to assist the employee in preparation and presentation of the "Skelly" response, provided it is in the CAHP Representative's designated area of primary responsibility. This time may be extended with the approval of the commander of the Office of Employee Relations.
- (4) Upon request of an employee, a CAHP Representative shall be allowed release time to assist the employee during an Adverse Action interrogation. If representation is provided as a result of an internal investigation at a time other than the CAHP Representative's regularly scheduled shift, the regularly scheduled shift for the CAHP Representative shall be adjusted for the time actually spent in representation.
- (5) If the representation is provided as a result of an internal investigation and is outside of the CAHP Representative's area of primary responsibility, the only release time allowed will be the actual time spent in the interview. Exceptions to this provision will require approval from the commander of the Office of Employee Relations.
- (6) CAHP Release Time: The CAHP may request to withdraw up to two (2) hours from the leave bank of each Unit 5 member who is also a CAHP member for the use of CAHP representatives conducting CAHP business. Additionally, in the event the bank is depleted prior to the year's end, the CAHP may request either one (1) or two (2) additional hours from each Unit 5 member who is also a CAHP member. The CAHP shall provide the CHP with a list of Unit 5 members who are also CAHP members each time a leave deduction is requested and CHP shall deduct time only from CAHP members. In the event time is inadvertently deducted from a non-CAHP member, the employee shall submit a written request to CHP, the CAHP shall verify the employee is not a member and the CHP shall restore the leave credits to the employee.
- (7) The CAHP may request a reimbursable paid leave of absence for a CAHP Representative which may be granted at the discretion of the affected Department head or his/her designee in accordance with the following:
  - (a) A reimbursable paid leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
  - (b) CAHP agrees to reimburse the Department for the full amount of the affected employee's salary, plus an additional amount up to 31 percent of the affected employee's salary, for all the time the employee is off on a reimbursable paid leave.
  - (c) The affected employee shall have no right to return from a reimbursable paid leave earlier than the agreed upon date without the approval of the employee's appointing power.
  - (d) Except in emergencies or layoff situations, a reimbursable paid leave shall not be terminated by the Department head or his/her designee prior to the expiration date.

- (e) Employees on a reimbursable paid leave shall suffer no loss of compensation or benefits.
  - (f) Whether or not time for a reimbursable paid leave is counted for merit purposes shall be determined by the State Personnel Board (SPB) and such determination shall not be grievable or arbitrable.
  - (g) Employees on reimbursable paid leave under this provision and CAHP shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
  - (h) In the event an employee on a reimbursable paid leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a reimbursable paid leave, CAHP agrees to indemnify and hold harmless the State of California or agencies thereof, from both Workers' Compensation liability and any costs of legal defense incurred as a result of the filing of the claim.
- (8) CAHP shall be granted the following:
- (a) The State shall contribute 4,000 hours per year to the CAHP Release Time Bank.
  - (b) Reasonable release time for meet and confer sessions between the CAHP and CHP management for the purposes related to the administration of this Agreement.
  - (c) Reasonable release time to attend meetings of established committees including, but not limited to, Department Occupational Safety Board, Motor Vehicle Advisory Board, and Department Uniform Committee.
  - (d) Continuation of the existing practice for the use of informal leave (dock time) for CAHP business.
  - (e) An employee using release time as specified in this Section, shall report such time by use of the CHP 610, Representation Reporting.

(9) Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a representative of the CAHP on representational matters at the work site in accordance with e.(1), (2), (3), (4) and (5) above during working hours, subject to approval of the employee's supervisor.

f. Personnel Files

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

g. Distribution of Literature

- (1) The CAHP may use existing employee organization bulletin boards to post information or materials concerning the following subjects:
  - (a) Notices and results of any official Association Committee or Board of Director's Meeting.
  - (b) Notices of Association elections and their results.
  - (c) Notices of Association recreational and social events.
  - (d) Notices of other official Association business.
- (2) Upon mutual agreement between an authorized CAHP Representative and the Department, CAHP bulletin boards may be installed at reasonable locations. When required, CAHP shall reimburse the State for additional costs incurred.
- (3) Any materials posted shall be dated and initialed by the CAHP Representative, and a copy of all materials posted provided to the Area Commander or his/her representative at the time of posting. The CAHP agrees that any materials posted or distributed at the work location will not be obscene, libelous, defamatory, or of a partisan political nature.
- (4) The CAHP may distribute CAHP literature before or after work hours or during meal periods in areas in which work is not being conducted.

h. Use of State Facilities

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

i. Use of State Telephones

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

## **ARTICLE III - STATE'S RIGHTS**

### **4. Management Rights**

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

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

## **ARTICLE IV - GENERAL PROVISIONS**

### **5. No-Strike**

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

### **6. Severance Clause**

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

### **7. Legislation**

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

## **8. Printing and Distribution of Memorandum of Understanding**

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

## **ARTICLE V - GRIEVANCE, ARBITRATION, COMPLAINT AND DISCIPLINARY PROCEDURES**

### **9. Grievance Procedure**

- a. Purpose
  - (1) This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
  - (2) The purpose of this procedure is:
    - (a) To resolve grievances informally at the lowest possible level.
    - (b) To provide an orderly procedure for reviewing and resolving grievances promptly.
- b. Definitions
  - (1) A grievance is a dispute of one or more employees, or a dispute between the State and CAHP involving the interpretation, application, or enforcement of the express terms of this Agreement.
  - (2) As used in this procedure, the term "immediate supervisor" means the individual identified by the appointing authority who assigns, reviews and directs the work of an employee.
  - (3) As used in this procedure, the term "party" means CAHP, an employee, or the State.
  - (4) A "CAHP Representative" refers to an employee designated as a CAHP Representative or a paid staff member.
- c. Time Limits

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

d. Waiver of Steps

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

e. Presentation

(1) At any step of the grievance procedure, either party may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CAHP Representative, or both, may attend without loss of compensation.

(2) Release time shall be administered pursuant to Article II, Section 3.e.(1) of this Agreement.

f. Employee Rights

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

g. Application

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

h. Informal Discussion

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

i. Formal Grievance - Level I

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

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

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

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

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

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

j. Formal Grievance - Level II

- (1) If the grievant is not satisfied with the decision rendered pursuant to Level I, the grievant may appeal the decision within 14 calendar days to a designated supervisor or manager identified by the appointing authority as the second level of appeal. If the appointing authority or designee is the first level of appeal, the grievant may bypass Level II.
- (2) Within 21 calendar days after receipt of the appealed grievance, the person designated by the Department head as the second level of appeal shall respond in writing to the grievance.
- (3) No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

k. Formal Grievance - Level III

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

l. Formal Grievance - Level IV

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

m. Response

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

n. Miscellaneous Provisions

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

## 10. Arbitration Procedure

- a. Only grievances which involve the interpretation, application, or enforcement of the express terms of this Agreement may be appealed to binding arbitration.

- b. Pursuant to a. above, if CAHP is not satisfied with the decision rendered at Level IV, CAHP may appeal the decision to binding arbitration within 30 calendar days of management's final decision. Such referral shall be made by written demand submitted to the Director of CalHR or his/her designee.
- c. Selection of Arbitrator
  - (1) An impartial arbitrator shall be selected jointly by the parties within ten working days of receipt of the written demand.
  - (2) In the event the parties are unable to agree within the time stated, the arbitrator shall be selected from a panel submitted by the American Arbitration Association or the California State Mediation Service. The arbitrator shall be selected by alternate striking of names until only one is left.
  - (3) Notwithstanding any other provisions within this Article, the moving party on an arbitration case shall commence the arbitration within 60 calendar days of the selection of the arbitrator pursuant to (1) or (2) above unless this time is extended by mutual agreement or the selected arbitrator is unavailable to hear the arbitration case within 60 calendar days. Requests for arbitration will not be scheduled during formal collective negotiations unless mutually agreed to by the parties.
  - (4) The State and CAHP will use expedited arbitration unless agreed otherwise. Expedited arbitration includes:
    - (a) A requirement that the arbitrator selected render a decision within 60 calendar days of the conclusion of the hearing.
    - (b) No court reporter unless mutually agreed by the parties.
    - (c) No post hearing briefs unless mutually agreed by parties.
- d. Decision
  - (1) The decision of the arbitrator shall be final and binding.
  - (2) The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions.
- e. Costs

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

## **11. Complaint Procedure**

### **a. Purpose**

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



b. Definition

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

c. Time Limits

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

d. Waiver of Steps

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

e. Presentation

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

f. Informal Discussion

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

g. Formal Complaint - Level I

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

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

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

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

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

h. Formal Complaint - Level II

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

- (2) Within 21 calendar days after receipt of the appealed complaint, the person designated by the Department head as the second level of appeal shall respond in writing to the complainant.
- i. Formal Complaint - Level III
    - (1) If the complainant is not satisfied with the decision rendered in Level II, the complainant may appeal the decision within 14 calendar days to the Office of the Commissioner. This is the final and last step of the procedure.
    - (2) Within 21 calendar days after receipt of the appealed complaint, the Office of the Commissioner shall respond in writing to the complainant.
    - (3) The Commissioner or designee shall mail a copy of the complaint and response to CAHP and the complainant.
  - j. Response

Failure of the complainant to comply with the time limits of this procedure shall render the complaint null and void. Failure of the Department to respond within the time limits shall permit the complainant to file the complaint at the next higher level.
  - k. Miscellaneous Provisions
    - (1) The parties, upon mutual agreement, may consolidate complaints at any level which address similar issues.
    - (2) Complaint records shall be filed separately from an employee's personnel file and shall be considered confidential.
    - (3) A complainant may withdraw a complaint at any time. The complainant shall not file any subsequent complaint on the same alleged incident.

## **12. Informal Dispute Resolution (IDR)**

- a. Purpose

To resolve disputes through an informal "meet and confer" process at the lowest possible level all performance related matters not addressed in Article XIV, Section 75, Performance Standards and Appraisals.
- b. Definition
  - (1) The IDR is a dispute resolution process by which an employee's chosen CAHP Representative acts on behalf of the employee to informally resolve adverse written findings of a citizens' complaint investigation or any adverse comments on performance documents (i.e. CHP 100 forms, Memorandums of Direction, Correction or Findings, Censurable Incident Reports, etc.).
  - (2) A "CAHP Representative" refers to an employee designated as a CAHP Representative or a paid staff member.

(3) Once the IDR process is initiated as the avenue for disputing items mentioned in paragraph (1) above, an employee shall not file a grievance or a complaint on the same matter. However, nothing shall preclude an employee from utilizing the grievance process in lieu of the IDR process if a contract violation exists nor the complaint process if a departmental policy violation exists.

c. Time Limits

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

d. Presentation

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

e. IDR – Level I

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

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

(b) Within 21 calendar days of the meeting, the Area/Section Commander shall render a decision to the CAHP Representative.

f. IDR – Level II

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

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

(b) Within 21 calendar days of the Level II meeting, the Division Commander shall render a decision to the CAHP District Director.

g. IDR – Level III

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

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

(b) Within 21 calendar days of the Level III "meet and confer," the Office of the Commissioner shall render a decision to the CAHP.

(2) An employee may withdraw a dispute at any time. The employee shall not file any subsequent disputes on the same alleged incident.

(3) Level III shall be considered the last level of appeal.

h. Response

Failure of the Department to respond in a timely manner shall permit the Informal Dispute Resolution to be forwarded to the next level by the affected employee or his/her representative.

### **13. Public Safety Officer Bill of Rights (POBR)**

a. The Department and CAHP agree to work jointly on providing training to Department managers and supervisors relative to POBR located in Chapter 9.7, Division 4, Title 1 of the Government Code.

b. This section is not subject to the grievance or arbitration sections of this contract.

## **ARTICLE VI - SALARIES**

### **14. Salary Definitions**

a. General Wage Increases

Effective July 1 of each fiscal year covered by the term of this agreement, the State and CAHP agree to continue providing for general wage increases as required by Government Code 19827. This means that employees shall receive a general salary increase based on the agreed upon difference of weighted average of the total compensation salary survey as referenced in Government Code Section 19827 and the weighted average salary of the total compensation for the CHP Officer using the survey methodology and definitions of total compensation currently in place on the date of this agreement. Effective January 1, 2012, two percent (2%) shall be added to the top step salary of CHP officers, which will not be considered in the mutually agreed upon survey methodology for the purposes of calculating CHP officers total compensation pursuant to Government Code Section 19827.

b. CHP Cadet

(1) Training in the Academy will last approximately one-hundred and forty five (145) training days and will result in approximately one-hundred and fifty-two (152) hours of overtime. One-hundred and three (103) of these hours will be compensated with CTO at time and one half. The remaining forty-nine (49) hours will be paid at the regular hourly premium overtime rate.

(2) Up to eighty (80) hours, but not less than forty (40) hours of CTO shall be expended after graduation from the Academy and prior to reporting to the first assignment after graduation from the Academy.

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

c. Salary Ranges

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

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

(2) "Step" for employees compensated on a monthly basis is a five percent differential above or below a salary rate rounded to the nearest dollar, and for employees compensated on a daily or hourly basis is a five percent differential above or below a rate rounded to the dollar and cents amount.

(3) "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.

(4) "Range differential" is the difference between the maximum rate of two salary ranges of the pay plan.

(5) "Substantially the same salary range" is a salary range with the maximum salary rate less than two steps higher or lower than the maximum salary rate of another salary range.

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

(7) "Lower salary range" is a salary range with the maximum salary rate at least two steps lower than the maximum salary rate of another salary range.

## **15. Eight and One-Half Hour Work Day**

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

- d. When an employee utilizes leave credits, the employee will not be required to cover the extra half hour compensation for lunch periods. Therefore, an employee assigned to an eight-and-one-half (8-1/2) hour work shift shall use eight (8) hours of leave credits for a full day off. An employee assigned to a nine and one-half (9-1/2) hour work shift shall use nine (9) hours of leave credits for a full day off.
- e. Officers assigned to special duty/administrative assignments, where the office hours are Monday through Friday 0800 – 1700 hours, the Department may assign an additional half hour lunch period, in addition to the scheduled one-half hour per day lunch period, without incurring overtime.

## **16. Merit Salary Adjustments**

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

## **17. Bilingual Pay**

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

## **18. Canine Pay**

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

## **19. Educational Incentive Pay**

- a. The State agrees to pay employees who attain the POST Certificates listed below, or the appropriate college degree, as follows:

- (1) Employees shall qualify for 2.5% of their base salary or no less than \$120 per month if they possess an Intermediate POST Certificate or equivalent, as certified by the Department, or an AA Degree.
  - (2) Employees shall qualify for 5% of their base salary or no less than \$240 per month if they possess an Advanced POST Certificate or equivalent, as certified by the Department, or a BA Degree.
- b. The degrees must be obtained from an accredited college or university.
  - c. The above educational incentives are non-cumulative, i.e., employees are eligible to receive one or the other, but not both.
  - d. Employees who submit their CHP 74 shall begin receiving the Educational Incentive Pay effective with the pay period following the month in which the form was submitted.

## **20. Field Training Officer Pay**

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

## **21. Investigator Pay**

- a. Employees assigned full time to perform the duties of a Vehicle Theft Investigator or Fraud Investigator who meet or exceed performance standards in all critical tasks on their annual performance appraisal shall receive \$50 per month.
- b. Assignment of an employee to a full-time position to perform the duties of a Vehicle Theft Investigator or Fraud Investigator shall be based upon qualifications and experience desired to perform the specific assignment. Employees selected shall also have met or exceeded all critical tasks identified on their annual performance appraisal.

- c. An employee accepting an assignment to perform the duties of a Vehicle Theft Investigator or Fraud Investigator after September 1, 1995, will be assigned for a specific period of time as specified by contractual agreement of the appointing authority or his/her designee, and the employee; this contractual agreement is to be signed by the appointing authority or designee and the accepting employee. The initial contractual agreement shall not be of a duration less than three years except when mutually agreed to by the appointing authority and the employee.
- d. Reassignment of an employee from a Vehicle Theft Investigator or Fraud Investigator position as a result of a contractual agreement is not considered a removal for cause.
- e. Notwithstanding any other provision in this Agreement, the provisions of this section shall be grievable up to Level III of the grievance procedure.
- f. This item will not be considered compensation for retirement purposes.

## **22. Motorcycle Pay**

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

## **23. Paramedic Pay**

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

## **24. Night Shift Pay**

- a. Employees shall receive night shift pay as set forth below:
  - (1) Night shift pay is earned on a day-by-day basis. Employees must work a qualifying shift, or be on a paid leave of absence when scheduled to work a qualifying shift, to receive compensation.



- (2) Employees shall qualify for a swing shift pay differential of \$1.00 per hour when four or more hours of the regularly scheduled work shift fall between 1800 and 0100 hours.
- (3) Employees shall qualify for a graveyard shift differential of \$1.50 per hour when four or more hours of the regularly scheduled work shift fall between 2300 and 0600 hours.
- (4) A "regularly scheduled shift" are those regularly assigned work hours established by the Department head or his/her designee for the duration of at least one monthly period.

## **25. Officer in Charge (OIC) Pay**

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

## **26. Physical Performance Program (PPP) Incentive Pay**

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

## **27. Senior CHP Officer Pay**

- a. Employees shall be eligible to receive the additional monthly differential listed below:
  - 18 years as a CHP Officer - 2% of base salary

19 years as a CHP Officer - 3% of base salary

20 years as a CHP Officer - 4% of base salary

21 years as a CHP Officer - 5% of base salary

22 years as a CHP Officer - 6% of base salary

25 years as a CHP Officer - 8% of base salary

- b. The above are non-cumulative, i.e., an employee who has been a CHP Officer for 20 years is eligible to receive only an additional four percent above base salary, not the cumulative total of 18, 19, and 20 years of service.

## **28. Business Calls**

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

## **29. Hours of Work and Overtime**

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

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

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

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

- (1) In recognition of the Alternate Work Week (AWW) Committee that was comprised of representatives from the California Highway Patrol (CHP) management team and representatives of the California Association of Highway Patrolmen (CAHP), the parties have met and understand the importance of the AWW program. The use of an AWW program shall be predicated upon an Area's ability to provide essential services to the public, the availability of Area resources, and the ability to ensure the mission of the Department is met.

The Department may establish, as determined appropriate, a 9/80, 4/10 or a hybrid AWW. In addition, under the parameters in subsection (5), a 3/12 AWW program may also be established. A request to participate in an AWW program shall reflect the majority of affected employees. If an AWW program is approved for road patrol officers in an Area, all road patrol officers shall participate in the AWW program.

Prior to the implementation or termination of any AWW program, the Department shall meet and confer with the CAHP. A meet and confer between the Area Commander and the chosen CAHP Area Representative shall occur to address Area-specific concerns. The Division Commander shall review and approve or deny the proposed AWW program prior to implementation or termination.

If the District Director is not in agreement with the Division Commander's determination, they may request a meet and confer between the CAHP and the Office of the Commissioner.

- (2) When the Department determines an AWW program will be terminated, the Department will endeavor to provide 60 days notice to the affected employees. As a result of unanticipated operational need, the Department may temporarily suspend an AWW program. The Department shall provide reasonable notice to the affected employees. When the Department determines the operational need has concluded, the original AWW program shall resume.
  - (3) Once the AWW program is established, it shall be subject to annual review at the Area and Division level to ensure the AWW program meets the criteria in subsection (1).
- a. Notwithstanding subsections 1 through 3 above, Resident Post Assignments will normally be scheduled for a ten-and-one-half hour shift. When an operational need requires a different schedule other than a ten-and-one-half hour shift, the parties shall use the meet and confer process outlined in subsection (2).
- (4) The twelve-and-one-half hour AWW program shall only be available for those assigned to Commercial Vehicle Enforcement Facilities, Emergency Notification and Tactical Alert Center (ENTAC), and communications centers with non-patrol responsibilities.
  - (5) This provision shall not be subject to the grievance, arbitration and complaint procedures of this contract.

### **30. Voluntary Overtime**

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

### **31. Reimbursable Services Contract Overtime Short Notice Cancellation**

- a. The Department and the CAHP are mutually concerned about the possible inconvenience to employees when a reimbursable services contract is canceled on short notice.
  - (1) An employee shall receive compensation for a minimum of four hours at a rate of one and one-half times of the employee's base monthly salary whenever a reimbursable services contract is entered into requiring the services of the employee and he/she responds to the office or the work location. Compensating time off shall not be authorized for reimbursable services overtime short notice cancellation that results in this minimum compensation.
  - (2) A 24-hour minimum cancellation notification will be required prior to each scheduled work detail of a reimbursable services contract between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. When the hiring company/agency makes a cancellation notification to the Department less than 24-hours prior to the scheduled work detail, a short notice reimbursable contract cancellation fee of \$50 will be charged for each employee assigned provided the employee can reasonably be notified of the cancellation.
  - (3) Commanders or their designee shall notify employees of cancellations or postponements of scheduled reimbursable services details. Employees who have been unavailable for a cancellation notification shall contact their office within 24 hours of the scheduled work detail between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. (Weekend details require notification on the Friday before between 0800 and 1700 hours.) Collect telephone calls will be accepted for this purpose.

### **32. Short Notice Court Cancellation**

- a. The Department and CAHP are mutually concerned about the possible inconvenience to employees when a court appearance is canceled on short notice.

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

### **33. Standby Pay**

- a. When the employer requires that an employee must be available for work, and be able to report for work, in less than one and one-half hours, the employee shall be compensated at the rate of one hour's pay (paid or CTO) for each four hour shift or fraction thereof. Employees may only accrue five hours pay (paid or CTO) for each 24-hour period of standby.
  - (1) Employees who are unable to report to work or cannot be located shall forfeit standby pay and may be subject to disciplinary action.
  - (2) An employee who is actually called in to work while on standby shall be compensated in accordance with the call back provisions of Section 30 h of this Agreement.



- (3) Compensation earned as a result of standby shall not be considered time worked for purposes of qualifying for overtime.
- (4) The employer agrees to notify the employees as soon as practical when the need for standby is terminated.
- b. Nothing in this section shall prohibit the employer from contacting employees and requiring them to respond when the employee was neither "on-call" nor in a standby capacity if an operational necessity exists.

#### **34. Payroll Errors**

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

#### **35. Pre and Post Shift Work Activities Outside Regularly Scheduled Shifts**

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

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

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

## ARTICLE VII - RETIREMENT BENEFITS AND OTHER POST EMPLOYMENT BENEFITS

### 36. Retirement Benefits

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.

- a. Patrol Member Tier A Retirement Formula (3% at age 50), Patrol Member Tier B Retirement Formula (3% at age 55), and Public Employees' Pension Reform Act (PEPRA) Retirement Formula (2.7% at age 57)
  - (1) Patrol members first employed by the State prior to October 31, 2010 are subject to the Patrol Member Tier A Retirement Formula.
  - (2) Patrol Members first employed by the State on and after October 31, 2010, and prior to January 1, 2013, and qualify for membership are subject to the Patrol Member Tier B Retirement Formula, as provided in Government Code Section 21363.1. The Patrol Member Tier B Retirement Formula does not apply to:
    - Former state employees who return to state employment on or after October 31, 2010.
    - State employees hired prior to October 31, 2010 who were subject to the Alternate Retirement Program (ARP)
    - State employees hired prior to October 31, 2010 who become subject to representation by State Bargaining Unit 5 on or after October 31, 2010.
    - State employees on approved leave of absence who return to active employment on or after October 31, 2010.
    - Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to October 31, 2010.
    - Members of Cadet Training Class (CTC)-III-10 and CTC-IV-10, as designated by CHP.

Patrol members subject to the above categories are subject to the Patrol Member Tier A Retirement Formula as provided in Government Code Section 21362.2.

- (3) 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 laws.

- (4) The table below lists the factors for Patrol Member Tier A, Patrol Member Tier B, and PEPRA Retirement Formulas.

<b>Age at Retirement</b>	<b>Patrol Member Tier A Formula (3% at age 50) GC 21362.2</b> Employees first hired on And after October 31, 2010 and prior to January 1, 2013	<b>Patrol Member Tier B Formula (3% at age 55) GC 21363.1(j)</b> Employees first hired on And after October 31, 2010, and prior to January 1, 2013	<b>PEPRA Formula (2.7% at age 57) G.C. 7522.25(d)</b> Employees eligible for CalPERS membership For the first time on And after January 1, 2013
50	3.00	2.400	2.000
51	3.00	2.520	2.100
52	3.00	2.640	2.200
53	3.00	2.760	2.300
54	3.00	2.880	2.400
55	3.00	3.000	2.500
56	3.00	3.000	2.600
57 and over	3.00	3.000	2.700

b. Retirement Cap

The State and the CAHP agree that the limitation on service retirement benefits shall be 90% of final compensation for patrol members who retire directly from state employment on or after January 1, 2000, as provided in Government Code Section 21362 and 21362.2.

c. Employee Retirement Contribution

- (1) Effective July 1, 2010, the Patrol Member normal rate of contribution shall be eight percent (8%) as identified in Government Code Section 20681 on monthly reportable income in excess of \$863. In addition, the funds pursuant to Section 22944.3 (OPEB) will be redirected as an employee contribution toward retirement effective with the September pay period (October 1 warrant). This additional contribution shall offset the State's contribution beginning with the September pay period (October 1 warrant).

- (2) Effective July 1, 2013, the Patrol Member normal rate of contribution shall be ten percent (10%) of monthly reportable income in excess of \$863.
- (3) Effective July 1, 2014, the Patrol Member normal rate of contribution shall be ten percent (10%) of monthly reportable income in excess of \$863.
- (4) Effective the pay period upon ratification of the MOU, any amount that exceeds three percent (3%) and would otherwise be used to permanently increase compensation pursuant to Government Code section 19827, effective July 1, 2019, shall instead be temporarily redirected as an employer contribution toward retirement. The adjusted Patrol Member normal rate of contribution shall continue to be a percentage of monthly reportable income in excess of \$863. Upon expiration of this agreement, any increase determined under the survey methodology that was in excess of three percent (3%) and redirected as a result of this provision, shall be redirected back as a salary increase.
- (5) If an amount is redirected pursuant to 37.c.(4), the increased contribution shall be accounted for in the same manner as it would for an increase to the base salary for patrol members in the survey methodology established by Government Code section 19827.
- (6) Effective July 1, 2020, the employee contribution rates described in 37.c.(3) of this section for Patrol Member Tier A, Patrol Member Tier B and PEPRA 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 or less than the employee contribution rate described in 37.c.(3) of this section. On July 1 of the fiscal year after CalPERS determines (a) and (b) above have been met, the employee contribution rate for Patrol 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. Employee contributions will continue to be a percentage of pensionable compensation in excess of \$863.
- (7) If an amount is redirected to 37.c.(4), the increased contribution amount shall be accounted for in the same manner as it would for an increase to the base salary for patrol members in the survey methodology established by Government Code section 19827. Changes pursuant to this section to the employee share or retirement shall take effect for patrol members in the survey methodology established by Government Code section 19827, commencing July 1, 2020.

d. Final Compensation

- (1) The parties mutually agree to continue to calculate final compensation for Patrol Members consistent with the provisions of Government Code section 20035.

(2) Pursuant to Government Code section 20035, final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS prior to October 31, 2010, as well as exceptions noted in 37.a.(2), is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

(3) Pursuant to Government Code section 20037.14, final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS on and after October 31, 2010, is based on the highest average annual pensionable compensation earned by the member during a period of thirty-six (36) consecutive months of employment.

e. CHP Cadet Miscellaneous Tier A Retirement Formula (2% at age 55), Miscellaneous Tier B Retirement Formula (2% at age 60), and PEPRA Retirement Formula (2% at age 62)

(1) CHP Cadets first employed by the State prior to October 31, 2010 are subject to the Miscellaneous Tier A Retirement Formula.

(2) CHP Cadets first employed by the State on or after October 31, 2010 and prior to January 1, 2013 and qualify for membership are subject to the Miscellaneous Tier B Retirement Formula as provided in Government Code Section 21353. The Miscellaneous Tier B Retirement Formula does not apply to:

- Former state employees who return to state employment on or after October 31, 2010.
- State employees hired prior to October 31, 2010 who were subject to the Alternate Retirement Program (ARP).
- State employees hired prior to October 31, 2010 who become subject to representation by State Bargaining Unit 5 on or after October 31, 2010.
- State employees on approved leave of absence who return to active employment on or after October 31, 2010
- Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to October 31, 2010.
- Members of Cadet Training Class (CTC)-III-10 and CTC-IV-10, as designated by CHP.

CHP Cadets subject to the above categories are subject to the Miscellaneous Tier A Retirement Formula as provided in Government Code Section 21354.1.

(3) 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 caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA laws.

(4) The table below lists the age/benefit factors for Miscellaneous Tier A, Miscellaneous Tier B, and PEPRA Retirement Formulas:

Age at Retirement	Miscellaneous Tier A Formula (2% at age 55) G.C. 21354.1 Employees hired prior to January 15, 2011	Miscellaneous Tier Formula (2% at age 60) G.C. 21353 Employees first hired on and after October 31, 2010, and prior to January 1, 2013	PEPRA Formula (2% at age 62) G.C. 7522.20 Employees eligible for CalPERS membership for the first time on or After January 1, 2013
50	1.100	1.092	n/a
51	1.280	1.156	n/a
52	1.460	1.224	1.000
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	2.50	2.418	2.400
67	2.500	2.418	2.500

(5) Employee Retirement Contribution

(a) As stated in Government Code section 20682, effective with the beginning of the September 2010 pay period, miscellaneous and industrial members in the Miscellaneous Tier A Retirement Formula or the Alternate Retirement Plan (ARP) subject to social security shall contribution (8%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement.

(b) Miscellaneous and industrial members in Miscellaneous Tier A Retirement Formula or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.

(c) Effective the following pay period upon ratification of the MOU, the employee contribution described in (5)a. and (5)b. above for Miscellaneous Tier A, Miscellaneous Tier B, and PEPRA 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 or less than the employee contribution rate described in (5)a. and (5)b. above, respectively. On July 1 of the fiscal year after CalPERS determines (a) and (b) above have been met, the employee contribution rate for miscellaneous and 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 give fiscal year shall not exceed 1 percent per year. Employee contributions will continue to be a percentage of pensionable compensation in excess of \$513 for retirement if subject to social security or in excess of \$317 for retirement if not subject to social security.

(6) Final Compensation

(a) Pursuant to Government Code section 20035, final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS prior to October 30, 2010, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

(b) Pursuant to Government Code section 20037.14, final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS on and after October 31, 2010 is based on the highest average annual pensionable compensation earned by a member during a period of thirty-six (36) consecutive months of employment.

f. Defined Contribution Plans

1. The State of California administers two (2) voluntary defined contribution plans under Sections 457(b) and 401(k) of the Internal Revenue Code. Employees in Bargaining Unit 5 are eligible to be included in these defined contribution plans.

2. To the extent permitted by federal and state law, effective January 1, 2002, (or no later than four months following ratification of this agreement by both parties) employees who separate from state service who are otherwise eligible to cash out their vacation and/or annual leave, PLP, furlough, holiday, CTO and any other compensable leave credits may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457(b) and/or 401(k) plan offered through the State's Savings Plus Program (SPP).

3. If an employee does not have an existing 457(b) and/or 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.

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

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

6. 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.

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

g. Public Employees' Pension Reform Act of 2013 (PEPRA)

1. PEPRA Definition of "Pensionable Compensation"

Retirement benefits 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 24 of the United States Code Section 430(b). The 2013 limits are \$113,700 for members subject to Social Security and \$136,440 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. As a result, the current limits for 2019 are \$124,180 for members subject to Social Security and \$149,016 for members not subject to Social Security.

2. 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 benefits 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.

### **37. Supplemental Pension Funding**

The State and Bargaining Unit 5 recognize the importance of maintaining the retirement benefits promised to employees and improving the current funded status of the Patrol Member Retirement plan. With the goal of paying down the unfunded liability associated with this retirement plan, maximizing savings in the long run, and improving the plan's funded status, the State and Bargaining Unit 5 hereby agree to share in the responsibility toward maximizing efforts to improve the plan's funded status. Furthermore, both parties agree that the foregoing provision is implemented as a funding policy and commitment intended to achieve these goals and begin offsetting the future financial liability for retirement benefits for Patrol members. Specifically, the funding policy established during the duration of this agreement requires both parties to make contributions in excess of the actuarially determined contributions specifically to the Patrol Member Retirement plan during the term of this agreement, as follows:

a. Bargaining Unit 5 Commitment

Effective the pay period following ratification of the MOU, Bargaining Unit 5 agrees that any amount that exceeds three percent (3%) and would otherwise be used to permanently increase compensation pursuant to section 19827, effective July 1, 2019, shall instead be temporarily redirected as an employer contribution toward retirement. The adjusted Patrol Member normal rate of contribution shall continue to be a percentage of the monthly reportable income in excess of \$863, which aligns with



section 36 (Retirement Benefits) of this agreement. The State shall take credit for these retirement contributions in the survey methodology established by section 19827 in the same manner as it would for an increase to the base salary for patrol members. Upon expiration of this agreement, any increase determined under the survey methodology that was in excess of three percent (3%) and redirected as a result of this provision, shall be redirected back as a salary increase.

b. State Commitment

Effective the pay period following ratification of the MOU, the State agrees to dedicate \$25 million in Motor Vehicle Account (MVA) funds annually over four years beginning in fiscal year 2019-20 to make supplemental pension payments towards the Patrol Member Retirement plan, for a total of \$100 million from the MVA.

However, the \$25 million payments from the MVA in the final two years (fiscal years 2021-22 and 2022-23) shall be subject to the following conditions:

- If projected state revenues at the 2021-22 May Revision to the Governor's Budget are insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing the aforementioned supplemental pension payments, as specified above, in the sole discretion of the Director of the Department of Finance, the \$25 million supplemental payment for 2021-22 and 2022-23 shall be deferred to the respective next fiscal years.
- If the \$25 million 2021-22 supplemental payment is made and projected state revenues at the 2022-23 May Revision to the Governor's Budget are insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing the aforementioned supplemental pension payments, as specified above, in the sole discretion of the Director of the Department of Finance the \$25 million 2022-23 supplemental payment will be deferred to the next fiscal year.

During the 2020-21 fiscal year, the State agrees to recast the \$3 billion under Chapter 33, Statutes of 2019 (SB 90), and direct \$243 million General Fund of the total \$3 billion General Fund supplemental payment to CalPERS in the multi-year under SB 90, based on the proportion of the Patrol Member Retirement plan's unfunded liability, for the purpose of reducing the plans' unfunded actuarial obligation. The Department of Finance shall provide the Controller the schedule necessary to establish the timing of the transfer to be used for the purpose of reducing the unfunded actuarial obligation associated with the plan.

c. Maintain Baseline Employer Contributions

As it is a priority for both parties to increase the funded status of the Patrol Member Retirement plan rather than producing contribution savings, during the term of this agreement, the supplemental pension payments shall be applied in a manner that does not decrease the employer contribution. As part of the State's commitment to Bargaining Unit 5 and the agreed upon funding policy, beginning in 2020-21, the State will work with CalPERS to determine the baseline contributions that would have been necessary if the supplemental payments had not been made to maximize the impact of this funding policy and accelerate the funded status of the plan. The State and Bargaining Unit 5 will reevaluate existing fiscal policy to determine the efficacy of maintaining commitments outlined in this agreement and to further the funding policy.

d. Reopener

The State and Bargaining Unit 5 agree that if projected state revenues are insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing compensation pursuant to section 19827, effective on July 1, 2021 and July 1, 2022, in the sole discretion of the Director of the Department of Finance, this provision shall be reopened and the parties will meet and confer.

e. Non-recoverable

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

f. Legislation

The parties agree to support any legislation necessary to facilitate and implement the funding policy agreed to during the term of this agreement to address the funded status of the CHP plan.

### **38. Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985 agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this contract. This includes an agreement that may be reached for the employer to pay employee retirement contributions.

In accordance with that Executive Order and with the 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 Section specifically covers employee contributions made on behalf of employees covered by the collective bargaining agreement to which the Section relates.

a. Pick-up of Employee Contributions

In accordance with section 414(h)(2) of the Internal Revenue Code (IRC), 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 contribution 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 employees' taxable income until distributed from CalPERS. This Section 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 employees' taxable income under IRC 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 Section.

d. Limitations to Operability

This Section 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 Section will be subject to the grievance and arbitration procedures set out in the collective bargaining agreement to which the Section applies.

### **39. Pre-Retirement Alternate Death Benefit**

a. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to the member in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no surviving spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

- (1) To the member's surviving spouse, an amount equal to the amount the member would have received if the member had retired for service at minimum retirement age on the date of death and had elected optional settlement 2 and Section 21459.
- (2) If the member made a specific beneficiary designation under Section 21490, the monthly allowance shall be based only on that portion of the amount the member would have received described in paragraph (1) that would have been derived from the nonmember spouse's community property interest in the member's contributions and service credit.

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

#### **40. Traumatic Disability Retirement Benefit**

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

- a. Upon retirement of a patrol member for industrial disability as the result of a single event which results in serious bodily injury, the member shall receive the higher of the allowance provided by Section 21406, or, the disability allowance otherwise provided by this Section equal to 3 percent of his or her final compensation multiplied by the number of years of patrol service credited to him or her plus an annuity purchased with his or her accumulated additional contributions, if any. This section will not apply to a disability which manifests more than six months after the effective date for the industrial disability retirement. This section does not entitle the member to an industrial disability retirement if the member would not otherwise be eligible for an industrial disability retirement.
- b. This section will apply only to serious physical injuries. This section shall not be applied to disabilities that are the result of:
  - (1) Cumulative trauma;
  - (2) Cumulative injuries such as heart conditions, stroke, stress, anxiety, or diabetes;
  - (3) Presumptive injuries or illnesses as defined in the Labor Code;
  - (4) Stress related disabilities; or
  - (5) Physical disability having mental origin.

- c. If a patrol member has other service credit as a state peace officer/firefighter member, state safety member, local safety member, State miscellaneous, State industrial or local miscellaneous member under this system, the cumulative benefit under this Section, including an annuity purchased with his or her accumulated contributions, shall not exceed 90 percent of final compensation.
- d. For purposes of this section, "serious bodily injury" includes the following:
  - (1) Total loss of sight in one or both eyes;
  - (2) Total loss of hearing in both ears;
  - (3) Amputation or total loss of function in a hand, arm, foot or leg;
  - (4) A spinal cord injury resulting in paralysis which causes the complete loss of function in a hand, arm, foot, or leg;
  - (5) Physical injury to the brain resulting in serious cognitive disorders or paralysis which causes the complete loss of function in a hand, arm, foot or leg;
  - (6) Injury to a major internal organ which substantially limits one or more "major life activities." Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and performing substantial gainful employment;
  - (7) A serious physical injury which does not appear above but results in the inability to perform substantial gainful employment.
- e. This section shall only apply to patrol members employed in a state bargaining unit for which a memorandum of understanding has been agreed to by the State employer and the recognized employee organization to become subject to this section, patrol members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and patrol members employed by the executive branch of government who are not members of the civil service.
- f. In the event of a dispute regarding the applicability of this section, the board shall proceed with retirement under any other section that may apply and with the payment of any benefits that are payable under any other section when this section does not apply. If the board subsequently determines that this section applies, an amount equal to the benefits paid shall be deducted from the benefits payable under this section because of the determination.

#### **41. Prefunding Of Other Post-Employment Benefits (OPEB)**

The State and Bargaining Unit 5 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 5 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. As a result of prior agreements, the State and Bargaining Unit 5 members agreed to make prefunding contributions, which included redirecting contributions and forgoing compensation increases calculated pursuant to Government Code section 19827 in exchange for increased OPEB contributions. Below are the key features of those agreements:

- a. Beginning July 1, 2009, the State began contributing 0.5 percent of base salary towards prefunding of retiree health benefits in lieu of a statutory salary increase and beginning January 1, 2010, Bargaining Unit 5 members began contributing 0.5 percent of base salary, for a total of 1.0 percent.
- b. In fiscal year 2010-11, 1.0 percent of a statutory salary increase was redirected to prefund OPEB and paid for by the State for a total of 2.0 percent of base salary which was comprised of 1.5 percent of statutory salary increases redirected to prefund OPEB, paid for by the employer, and an employee contribution of 0.5 percent. However, the MOU was amended to temporarily suspend all OPEB prefunding contributions and instead redirected the 2.0 percent to pension contributions until June 30, 2014.
- c. Pursuant to the MOU, on July 1, 2013, the State began making prefunding contributions in the amount of 2.0 percent as a "match" to the 2.0 percent being redirected towards pension contributions. Additionally, 1.9 percent of a statutory salary increase was redirected to prefund OPEB and paid for by the State. In total, 3.9 percent of base salary was contributed, which was comprised of a State match contribution of 2.0 percent and 1.9 percent of statutory salary increases redirected to prefund OPEB paid for by the employer, toward prefunding of retiree health benefits in fiscal year 2013-14.
- d. Effective July 1, 2014, the 2.0 percent being redirected to pension contributions was reverted back to OPEB contributions, increasing the statutory salary increases redirected to prefund OPEB paid for by the employer to 3.4 percent and resuming Bargaining Unit 5 member contributions of 0.5 percent. When including the 2.0 percent match to the aforementioned percentages, a total of 5.9 percent of base salary was contributed toward prefunding of retiree health benefits in fiscal year 2014-15.
- e. Effective July 1, 2015, the State's contribution match increased by 1.9 percent for a total State match contribution of 3.9 percent, 3.4 percent of statutory salary increases redirected to prefund OPEB paid for by the employer and employee contribution of 0.5 percent, for a total of 7.8 percent of base salary. This contribution level will continue until July 1, 2019.
- f. Beginning July 1, 2020, with the goal of reaching a fifty percent (50%) cost sharing of actuarially determined normal costs, the amount of employee and employer contributions required to prefund retiree healthcare shall equal the following percentages of pensionable compensation, which takes into consideration prior statutory salary compensation redirections and matching employer contributions:
  - (1) July 1, 2020: 0.0 percent for employees, 3.4 percent of statutory salary increases redirected to prefund OPEB paid for by the employer, and 3.4 percent for the employer, for a total of 6.8 percent.
  - (2) After July 1, 2020, the contribution percentages described in paragraph (1) above 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, 2021, and on July 1 each fiscal year thereafter, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. The statutory salary increases redirected to prefund OPEB paid for by the employer shall count

towards the employee contribution percentage when determining the 50 percent cost sharing of actuarially determined 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.

g. 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 half-time do not contribute. 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 5 shall begin contributing immediately, unless they are not subject, as set forth above.

h. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax, as determined by the State Controller's Office. Employees with an appointment subject to OPEB prefunding and an additional appointment not subject to OPEB prefunding shall have contributions withheld only from the appointment subject to OPEB prefunding.

i. Contributions will be deposited in the designated sub-account for Bargaining Unit 5 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health benefits to state annuitants and dependents associated with Bargaining Unit 5. As defined in Government Code section 22940, a designated 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."

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

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

l. Contributions paid pursuant to this section shall be used exclusively for the cost of providing post employment health care to eligible enrolled patrol member annuitants and their eligible enrolled dependents, beneficiaries and survivors.

m. Contributions paid pursuant to this section shall not be refundable or recoverable under any circumstances to a patrol member or his or her beneficiary or survivor.

n. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

o. For purposes of this section, "patrol member" has the same meaning as in Government Code Section 20390. This section shall not apply to an employee of a county.

**42. Post-Retirement Health and Dental Benefit Vesting**

- a. Employees hired prior to January 1, 2020, follow the vesting schedule outlined and identified in Government Code section 22874.
- b. The following vesting schedule shall apply to state employees in Bargaining Unit 5 first employed by the State on or after January 1, 2020.
- c. The portion of the employer contribution toward post-retirement 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 service retirement.
- d. State employees as defined in a. above who become Bargaining Unit 5 employees on or after January 1, 2020, 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 post-retirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at service retirement as shown in the following table:

**Health and Dental Benefits Vesting**

Credited Years of Service	Percentage of Employer Contribution
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25	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, 22958, or any other applicable section of the Government Code.



### **43. Employer Contribution for Retiree Health Benefits**

a. The employer contribution for each annuitant enrolled in a basic plan shall not exceed eighty (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 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 and annuitants first hired on or after January 1, 2020.

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 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, 2020.

c. State employees and annuitants of Bargaining Unit 5 hired on or after January 1, 2020 shall be ineligible to receive any portion of the employer's contribution for annuitants toward 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, 2020, who return to state employment on or after January 1, 2020; and

(2) State employees on an approved leave of absence employed before January 1, 2020, who return to active employment on or after January 1, 2020.

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

## ARTICLE VIII - HOLIDAYS

### 44. Holiday-in-Lieu

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

# ARTICLE IX - LEAVES

## 45. Vacation Leave

- a. Employees shall not be entitled to vacation leave credit for the first six months of service. On the first day of the monthly pay period, following completion of six qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of 48 hours of vacation credit. Part-time employees shall be allowed, on a pro-rata basis, the fractional part of the bonus vacation credit.

Thereafter, for each additional qualifying monthly pay period, full-time employees shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

- 7 months to 3 years..... 8 hours per month
- 37 months to 10 years ..... 11 hours per month
- 121 months to 15 years..... 13 hours per month
- 181 months to 20 years..... 14 hours per month
- 241 months and over..... 15 hours per month

- b. An employee who returns to state service after an absence of six months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six qualifying pay periods of continuous service in accordance with the employee's total state service before and after the absence.
- c. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn vacation credits as set forth under a. above Absences from state service resulting from a temporary or permanent separation for more than 11 consecutive working days which fall between two consecutive qualifying pay periods shall disqualify the second pay period.
- d. Part-Time Employees

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:

Time Base	7 months to 3 years	37 months to 10 years	121 months to 15 years	181 months to 20 years	241 months and over
1/10	0.70	1.00	1.20	1.30	1.40
1/8	0.88	1.25	1.50	1.63	1.75
1/5	1.40	2.00	2.40	2.60	2.80
1/4	1.75	2.50	3.00	3.25	3.50
3/10	2.10	3.00	3.60	3.90	4.20

3/8	2.63	3.75	4.50	4.88	5.25
2/5	2.80	4.00	4.80	5.20	5.60
1/2	3.50	5.00	6.00	6.50	7.00
3/5	4.20	6.00	7.20	7.80	8.40
5/8	4.38	6.25	7.35	8.13	8.75
7/10	4.90	7.00	8.40	9.10	9.80
3/4	5.25	7.50	9.00	9.75	10.50
4/5	5.60	8.00	9.60	10.40	11.20
7/8	6.13	8.75	10.50	11.38	12.25
9/10	6.30	9.00	10.80	11.70	12.60

- e. If an employee does not use all of the vacation the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 816 hours. A Department head or designee may permit an employee to carry over more than 816 hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned to work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

Upon termination from state employment the employee shall be paid for accrued vacation credits.

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

#### **46. Sick Leave**

- a. Qualification

Any employee who has 11 or more working days of service in a monthly pay period shall be considered to have a complete pay period of qualifying service for sick leave credits. In determining working days of service, time during which an employee is absent because of holidays, sick leave, vacation or CTO shall be considered as time worked by the employee. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

b. Accumulation

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

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

c. Standards of Sick Leave Usage

(1) As used in this section, "Sick Leave" means the necessary absence from duty of an employee because of:

- (a) Illness or injury including illness or injury relating to pregnancy;
- (b) Exposure to contagious disease or virus which is determined by a physician to require absence from work;
- (c) Dental, eye or other physical or medical examinations or treatments by a licensed practitioner;
- (d) Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, or any person residing in the immediate household. Such absence shall be limited up to 48 hours during any one calendar year;
- (e) Death of a person in the employee's immediate family is provided for in the bereavement policy herein;
- (f) Pending disability retirement subject to the provisions of HPM 10.3, Personnel Transactions Manual, Chapter 21.
- (g) Medical appointments or examinations for injuries or illnesses arising out of and in the course of duty, since such time is not eligible for benefits conferred by Labor Code section 4800.5 after an employee returns to work or deemed able to return to work.

d. Sick Leave Usage

- (1) The Department head or his/her designee may require the employee to provide verification of reason for sick leave usage from a physician or other person having knowledge of the condition. Verification may be required after the second consecutive day of sick leave usage.
- (2) The Department head or his/her designee may require a doctor's certificate or other verification of illness for every sick leave absence, regardless of length, if it appears the employee is using sick leave improperly and discussions with the employee have shown no positive results.
- (3) Sick leave may be used in increments of 30 minutes.

e. Retention After Reinstatement

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

**47. Annual Leave**

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

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

- 1 month to 3 years: 12 hours per month
- 37 months to 10 years: 15 hours per month
- 121 months to 15 years: 17 hours per month
- 181 months to 20 years: 18 hours per month
- 241 months and over: 19 hours per month

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.

Part-time employees shall accrue proportional Annual Leave credits, in accordance with the chart shown below:

TIME	HOURS OF MONTHLY CREDIT PER ANNUAL LEAVE GROUP
------	--

BASE	12	15	17	18	19
9/10	10.80	13.50	15.30	16.20	17.10
7/10	8.40	10.50	11.90	12.60	13.30
3/10	3.60	4.50	5.10	5.40	5.70
1/10	1.20	1.50	1.70	1.80	1.90
7/8	10.50	13.13	14.88	15.75	16.63
3/4	9.00	11.25	12.75	13.50	14.25
5/8	7.50	9.38	10.63	11.25	11.88
1/2	6.00	7.50	8.50	9.00	9.50
3/8	4.50	5.63	6.38	6.75	7.13
1/4	3.00	3.75	4.25	4.50	4.75

A PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section b. above, on the first day of qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may;

- (1) Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
- (2) By mutual agreement, schedule the PI employee for annual leave; or
- (3) Allow the PI employee to retain his/her annual leave credits; or
- (4) Effect a combination of a, b, or c, above

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

- e. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 816 hours. A departmental head or designee may permit an employee to carry over more than 816 hours of accrued hours because the employee:
  - (1) was required to work as a result of fire, flood, or other extensive emergency;
  - (2) was assigned to work of a priority or critical nature over an extended period of time;
  - (3) was absent on full salary for compensable injury;
  - (4) was prevented by Department regulations from taking annual leave until December 31 because of sick leave; or
  - (5) was on jury duty.
- f. Upon termination from state employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- g. The time when annual leave shall be taken by the employee shall be determined by the Department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in subsection e., the Department may order the employee to take annual leave.
- h. Annual leave requested must be submitted in accordance with Department policies on this subject. However, when two or more employees on the same shift (if applicable) work in a unit (as defined by each Department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of classification seniority (defined in HPM 10.3, Chapter 17.).
- i. Each Department head or designee will make every effort to act on annual leave requests in a timely manner.
- j. Annual leave that is used for the purposes of sick leave is subject to the requirements set forth in Section 45, Sick Leave, of this Agreement.
- k. The enhanced non-industrial disability insurance in Section 62 of this Agreement applies only to those in the annual leave program described above in this section.
- l. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election was received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).



**48. Bereavement Leave**

- a. A Department head or his/her designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State’s office in accordance with Family Code Section 297, child, sister, brother, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to twenty-four (24) hours per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee’s return to work.
- b. A Department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family member of a domestic partner as defined in paragraph a. above. Such bereavement leave shall be authorized for up to twenty-four (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 additional days which shall be deducted from accrued leave. Should additional leave be necessary, the Department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- d. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in paragraph a. or b. above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provisions of this Agreement.
- e. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees’ fractional time base.
- f. A Permanent Intermittent (PI) employee is entitled to bereavement leave on a pro rata basis for scheduled work days, calculated on the amount of time worked in the pay period.

<b>Hours Worked During Pay Period</b>	<b>Hours for Each Bereavement Day</b>
0 to 10.9	0
11 to 30.9	1
31 to 50.9	2
51 to 70.9	3
71 to 90.9	4

91 to 110.9	5
111 to 130.9	6
131 to 150.9	7
151 and over	8

#### **49. Parental Leave**

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

#### **50. Catastrophic Leave**

- a. Upon request of an employee and upon approval of a Department head or his/her designee, leave credits (CTO, annual leave, vacation, personal leave, and/or holiday) may be transferred from one or more employees to another employee, in accordance with Department policies, under the following conditions:
  - (1) Sick leave credits cannot be transferred.
  - (2) When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.
  - (3) The receiving employee has exhausted all leave credits.
  - (4) The donations must be a minimum of two hours and in whole-hour increments thereafter and credited as vacation or annual leave.
  - (5) Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross department lines in accordance with the policies of the receiving department.
  - (6) The total leave credits received by the employee shall not exceed six months. However, if approved by the appointing authority, the total leave credits received may be one year.

- (7) Donations shall be made on a form provided by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
- (8) When approved by the Commissioner, time donated by sworn members of the Department for use by other sworn members of the Department may be converted into direct financial assistance for the employee qualifying for catastrophic leave assistance. The time donated shall be at the salary rate the employee is currently receiving. The maximum limits of financial assistance shall be determined by the Commissioner.
- (9) This section is not subject to the grievance and arbitration sections of this Agreement.

## **51. Mentoring Leave**

- a. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. Mentoring leave is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.
- b. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- c. Prior to requesting mentoring leave and in accordance with Department policy, an employee shall provide his/her supervisor with verification of personal time spent mentoring from the mentoring organization.
- d. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this contract and in existing Department policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- e. In order to be eligible for mentoring leave, 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, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that was selected).

- f. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in Section 11.

## **52. Voluntary Personal Leave Program**

The State shall continue a voluntary personal leave program for Unit 5 employees. Employees may voluntarily participate in the personal leave program on a fiscal-year to fiscal-year basis with approval from the Department. The Department shall notify CAHP prior to the beginning of each fiscal year to indicate whether voluntary personal leave will be approved for the upcoming fiscal year. Enough advance approval of notice shall be provided to allow time for employees to positively enroll in the voluntary personal leave program in those fiscal years the program is authorized for enrollment.

- a. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave program.
- b. When an employee reaches 240 hours or would exceed 240 hours with further accumulation, he/she shall be removed from the Voluntary Personal leave Program. When an employee is removed from the Voluntary Personal leave Program, he/she may not participate for a minimum of 12 months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of 120 hours.
- c. Each full-time employee participating in the voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 4.62%. In exchange, 8 hours of leave will be credited to the employee's PLP monthly.
- d. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Sections 44 (Vacation Leave) and 46 (Annual Leave).
- e. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.
- f. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave program.

- g. State employee in the Personal Leave program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received has the Personal Leave program not occurred.
- h. The Personal Leave program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- i. The Personal Leave program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- j. Part-time employees shall be subject to the same conditions as stated, above, on a prorated basis regardless of the number of hours in the pay period.
- k. The Personal Leave program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- l. The Personal Leave program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- m. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave program for that month.
- n. Existing personal leave banks from the 1992, 2003 and 2012, Personal Leave Program and Voluntary Personal Leave shall be maintained until such time as the employer chooses to cash out personal leave for all employees or the employee separates from service.

### **53. Transfer of Leave Credits Between Family Members**

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

- a. To care for the family member's child, parent, spouse, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA), or for a parental leave to care for a newborn or adopted child.
- b. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The Department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of the following:

- (1) The date, if known, on which the serious health condition commenced;
  - (2) The probable duration of the condition;
  - (3) An estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse, brother, sister, or other person residing in the immediate household;
  - (4) A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, brother, sister, or other person residing in the immediate household.
- c. Sick leave credits cannot be transferred.
  - d. The receiving employee has exhausted all leave credits.
  - e. The donations must be a minimum of one (1) hour and in whole increments thereafter.
  - f. The donating employee must maintain a minimum balance of 80 hours of paid leave time.
  - g. Transfer of leave credits shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.
  - h. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
  - i. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
  - j. This section is not subject to the grievance and arbitration article of this contract.

#### **54. Recruitment Time Off Incentive**

- a. Program Description
  - (1) The State agrees to maintain this program, addressing the Department's efforts in recruitment. This program will be referred to as the California Highway Patrol Officer Recruitment Incentive Program (CHPORIP). The State agrees to provide employees a bonus of 40 hours of recruitment time off (RTO) to recruit a candidate who will succeed in a career as a California Highway Patrol Officer.
  - (2) The bonus will be processed as follows: the 40 hours will be placed into the employee's RTO bank upon verification of the candidate's successful graduation from the Academy.
    - (a) The RTO can not be cashed out (even for those employees who retire or separate from the Department in an manner).
    - (b) The RTO would have to be used within one year of the date in which it was earned.

- (c) If the RTO is not used within the allotted time frame, it will be forfeited. However, if it was determined the employee did not have a legitimate opportunity to use the RTO, he/she would get a one year extension. The extension is to be approved by the Area/Division Commander or his/her designee with concurrence from the next level of command.
- (d) The time when RTO shall be taken by the employee shall be determined by the Department head or designee.
- (e) RTO requests must be submitted in accordance with MOU provisions related to vacation or annual leave.
- (f) Employees can earn a maximum of 120 hours of RTO per year.
- (g) Participants involved in the recruitment, testing, screening and/or selection of candidates for employment are not eligible.
- (h) The contents of the California Highway Patrol Officer Recruitment Incentive Program are not subject to the grievance, arbitration and complaint procedures as articulated in Article V of this agreement. Any disputes shall be resolved through the IDR process.
- (i) The Department will continually evaluate this program to determine its effectiveness and is subject to termination at the Department's discretion.

## **55. 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 2020 calendar year, each department head (Director, Executive Officer, etc.) or designee, will advise department employees whether the department has 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 cash 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.

## **56. Family Medical Leave Act**

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

also the policy of the State to ensure that employees are free from discrimination and harassment for exercising their rights under FMLA/CFRA. Refer to HPM 10.3, Personnel Transactions Manual, Chapter 8, Leaves of Absence, for a full description of employees rights under FMLA and CFRA.

This provision is not subject to the grievance procedure.

## **ARTICLE X - HEALTH AND WELFARE**

### **57. Health Benefits**

#### **a. Contribution Amounts**

The State agrees to continue to pay the following contribution for health benefits pursuant to Government Code Section 22871.7. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

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

#### **b. Employee Eligibility**

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

#### **(2) Permanent Intermittent Employees**

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

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

#### **c. Family Member Eligibility**



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

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

## **58. Dental Benefits**

### **a. Contribution**

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

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

### **b. Employee Eligibility**

- (1) Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 55, paragraph b. (1) of this Agreement.

### **c. Family Member Eligibility**

- (1) Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 55, paragraph c. of this Agreement.

### **d. Coverage During First 24 Months Of Employment**

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

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

## **59. Vision Benefits**

### **a. Program Description**

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

### **b. Employee Eligibility**

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 55, paragraph b. (1) of this Agreement.

### **c. Family Member Eligibility**

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 55, paragraph c. of this Agreement.

- d. 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.

## **60. Health Promotion Activities**

- a. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- b. Departments may, based on operational needs, allow employees up to one full hour of administrative time-off (ATO) per month, to participate in state-sponsored on-site health promotion activities.
- c. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

## **61. FlexElect Program**

### **a. Program Description**

- (1) The state agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable state and federal laws and related administrative provisions adopted by CalHR. The administrative fee paid by the participants will be determined each year by CalHR.
- (2) The FlexElect reimbursement accounts allow employees to set aside a portion of wages to pay for certain expenses. FlexElect allows for two types of reimbursement accounts: a "medical account" and a "dependent care account."

(a) Medical Reimbursement Account (MRA)

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

(b) Dependent Care Reimbursement Account (DCRA)

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

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

(3) 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.

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.

## 62. Workplace Violence Prevention

a. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement workplace violence prevention policies and programs.

b. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.

- c. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

### **63. Non-Industrial Disability Insurance**

- a. Annual Leave Option

- (1) Employees in the annual leave option shall receive Non-Industrial Disability Insurance (NDI) payments at 50 percent of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten consecutive work days. Paid leave shall not be used to cover the ten work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100 percent income replacement. At the time of an NDI claim, an employee may elect either the 50 percent NDI benefit rate or a supplementation level of 75 percent or 100 percent of gross pay. Once a claim for NDI has been filed and the employee has determined the rate of supplementation, the rate of supplementation may be changed only one time during the period of the claim. The change shall be effective upon such date as requested by the employee, provided that such notification is received by Personnel Services Section at least twenty (20) days in advance of the requested effective date.
- (2) The employee shall serve a seven consecutive calendar day waiting period before NDI payments commence for each disability. Accrued sick leave or annual leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital and nursing home is the same as defined by Unemployment Insurance Code Sections 2627.5 and 2627.7.
- (3) If the employee elects to use annual leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.
- (4) Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave or annual leave, but may not return to NDI until that leave is exhausted.
- (5) In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to his/her full-time work during the period of his/her disability, may upon the discretion of his/her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed 100 percent of their regular "full pay." The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department or the CHP for the purpose of evaluating the capacity of the employee to perform the work of his/her position.

- (6) An employee who is medically certified as able to return to a limited-duty assignment while receiving NDI benefits may be required to do so at the request of the employer, as long as the limited-duty assignment is at the employee's regular headquarters. If the employee refuses a limited-duty assignment at his/her headquarters, the NDI benefits will be terminated. An employer may offer an employee a limited-duty assignment at a location other than the employee's headquarters, however, the employee is not compelled to accept the assignment. If an employee refuses a limited duty assignment at a location other than the employee's headquarters, the NDI benefits will remain in effect.
  - (7) Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
  - (8) All other applicable CalHR laws and regulations not superseded by these provisions will remain in effect.
  - (9) All appeals of an employee's denial of NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
  - (10) Employees who become covered in the Annual Leave Program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
  - (11) Employees who are participating in the Annual Leave Program who supplement their NDI benefits with leave credits at the 100 percent level shall be considered to have served a qualifying monthly pay period for any of the rights or benefits dependent on having worked a complete month, as prescribed by CalHR Rule 599.608. Employees who supplement their NDI benefits at the 75 percent level shall receive service and annual leave credits at one-half the rate granted to those who supplement at 100 percent.
  - (12) An employee in the Annual Leave Program who is supplementing NDI benefits with leave credits will be required to expend his/her full eight hours of holiday-in-lieu credit for any holiday which falls during the period of supplementation.
- b. Vacation/Sick Leave Program

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

**64. Financial Assistance for Active Member Death**

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

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

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

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

**66. Counseling Services**

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

**67. Survivor's Benefits**

- a. Employees in Unit 5 who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by social security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- b. The contribution for employees covered under this new level of benefits will be two dollars (\$2.00) per month. The rate of contribution for the State will be determined by the PERS Board.
- c. The survivors benefits are detailed in the following schedule:
  - (1) A spouse who has care of two or more eligible children, or three or more eligible children not in the care of the spouse.....\$1,800

- (2) A spouse with one eligible child, or two eligible children not in the care of the spouse.....\$1,500
- (3) One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee' death, upon reaching age sixty-two (62)..... \$750

**68. Retirement Seminar**

Any employee age 49 or older is entitled to one shift of state time, with prior approval of his/her Commander, to attend a retirement seminar. No overtime is to be allotted and no expenses are to be provided. An employee may only utilize this provision once.

**ARTICLE XI - ALLOWANCES AND REIMBURSEMENTS**

**69. Uniform Allowance**

- a. Employees shall be responsible for the purchase of uniforms required as a condition of employment. The State shall provide an allowance to employees for the replacement of uniforms. It is the intent of this section to indicate only the amount of allowance authorized. All other state laws, rules and Department policies regarding uniform allowance shall remain in effect. This allowance will not be considered compensation for use in computing retirement allowance. The allowance shall up to \$920/year.
- b. Warrants in payment of the uniform allowance will normally be distributed by the tenth of the second month after the employees' established uniform allowance anniversaries.
- c. In addition to the annual allowance provided above, Unit 5 employees shall receive \$25 per month for the maintenance and cleaning of the uniforms. This allowance shall not apply to cadets while in training at the CHP Academy. This monthly allowance will not be considered compensation for use in computing retirement allowance. Employees shall receive payment in December of each year representing payment for the period of November 1 of the previous year through October 31 of the year in which the allowance is paid.
- d. As Department funding permits, the Commissioner may authorize, prior to the end of each fiscal year, a specified amount for each employee to purchase an additional required uniform item.
- e. Upon successful graduation from the Academy, the State shall provide reimbursement, not to exceed \$570, to cadets for the purchase of uniform items, excluding alterations and /or modifications, required as a condition of employment. To be eligible for this allowance, the purchase of the uniform items must be made during the employee's Academy training. The receipt(s) must be dated within this period. Employees shall submit an original CHP 262, Travel Expense Claim, with the receipts attached, plus one copy, to the Academy Staff Office prior to departure from the Academy. The receipt(s) must:

- 1) be legible
  - 2) show date of purchase (not order date)
  - 3) provide vendor name, address, and phone number
  - 4) show employee's name and identification number
  - 5) list the items purchased (itemized)
  - 6) purchases made during a different time period or travel expense claims post marked after the specified time frames will not be honored for reimbursement.
- f. Warrants in payment of the reimbursement specified in subsection e. above will normally be distributed within 90 days.
- g. Upon the request of the CAHP, and within the term of this agreement, the State and CAHP shall meet to continue to discuss the required uniform of the CHP and the current uniform allowance rates.

## **70. Boot Allowance**

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



## 71. Business and Travel

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

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

(a) Rates. Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast up to \$ 7.00

Lunch up to \$11.00

Dinner up to \$23.00

Incidentals up to \$ 5.00

Total up to \$46.00 (every full 24 hours of travel)

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

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

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

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

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

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

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

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

Trip ends at or after 7 pm.....dinner may be claimed

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

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

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

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

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

(2) Overtime Meals

(a) When an employee is required to work overtime, he/she may receive an overtime meal allowance of \$8. A receipt is not required. To be eligible, the employee must be required to report to work at least two (2) hours prior to, or remain at least two (2) hours past, his/her regularly scheduled workday, or a minimum of ten hours on a regularly scheduled day off or holiday.

(b) An employee must work an additional six (6) hours for each overtime meal after qualifying for the first overtime meal. No more than three (3) overtime meals may be claimed for each 24-hour period.

(c) An employee who is on travel status and is entitled to meal reimbursement as outlined in Article XI, Section 70, paragraph (1)(a) above is not entitled to overtime meal reimbursement.

(d) Employees working voluntary overtime are not entitled to overtime meal reimbursement.

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

(a) Regular State Business Travel:

1. Statewide, for receipted lodging while on travel status to conduct state business, actual lodging up to the maximum lodging reimbursement rate provided below plus applicable taxes and mandatory fees.

County	Lodging Rate
All counties except those listed below	\$90
Los Angeles, Orange, Ventura & Edwards AFB, less the City of Santa Monica	\$120
Sacramento, Napa, Riverside	\$95
San Diego, Monterey	\$125
Alameda, San Mateo, Santa Clara	\$140
City of Santa Monica	\$150
Marin	\$110
San Francisco	\$250

- (b) Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from CalHR. CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.
- (4) Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
- (a) Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
1. The employee continues to maintain a permanent residence at the primary headquarters, and
  2. The permanent residence is occupied by the employee's dependents, or
  3. The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either:
    - Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

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

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

(a) Mileage Reimbursement

1. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on state business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
  2. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
  3. Travel to Headquarters: Mileage arising from travel between home or garage and headquarters is not normally allowed. An exception to this rule is when an employee is called back to work or when an employee works on a regular day off. In these instances, the Department shall provide reimbursement for travel from an employee's primary residence to headquarters up to 50 miles. Mileage is not allowed for travel between home and headquarters for voluntary overtime.
- (b) Specialized Vehicles – Employees who must operate a motor vehicle on official state business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
- (c) Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on state business shall be made at the current FMSR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628.1 and the State Office of Risk and Insurance Management.
- (d) Mileage to/from a common carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle.
- Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- (8) Receipts. Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for actual expenses as follows:

- (a) Railroad and bus fares of less than \$25 when travel is wholly within the State of California
  - (b) Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
  - (c) Telephone, telegraph, tax or other business charges related to state business of \$5.00 or less.
  - (d) In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  - (e) Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.
- (9) Moving and Relocation Expenses.

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

(10) Increased Reimbursement Rates

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

## **72. State-Owned Housing Rental and Utility Rates**

### **A. Rent**

Current rental rates for all types of State-owned housing, including trailers and/or trailer pads, may with 60-day notice be increased by the State 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 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 Fair Market Value.
- (3) Employee rental of State housing shall not ordinarily be a condition of employment. In any instance, when the rental of State housing is made a condition of employment, the rent shall not exceed twenty-five percent (25%) of the gross income base salary of the employee.
- (4) Departments must obtain a full appraisal on all State-owned housing properties from a certified appraiser once every five years to determine the Fair Market value along

with a rental rate market analysis. The written report shall include a complete legal description of the property. Reports are due to the Department of Human Resources ten (10) days after receipt of the completed appraisal. Departments are required to submit a desk review update to CalHR each calendar year.

- (5) 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

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 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 a State-owned housing unit, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

### **73. State-Owned Housing**

The state employer shall provide CAHP with reasonable notice if State-owned housing rates or utility rates are to be increased by the employer. CAHP may request to meet and confer over such increases.

### **74. Commute Program**

- a. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on monthly public transit passes sold by state agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification expenses.
- b. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the vanpool rider reimbursement, the State shall provide \$100 per month to each state employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (state or non-state) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- c. Employees headquartered out of state shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary vanpool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.
- d. This section is not subject to the grievance and arbitration sections of this Agreement.
- e. Both the State and the CAHP agree that employees should be encouraged to use alternate means of transportation to reduce traffic congestion and improve air quality in the State.
- f. The CAHP agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees and other actions to meet the goals or directives of air quality management districts. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

## **75. Education Tuition and Out-Service Training Reimbursement**

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

## **ARTICLE XII - SAFETY AND POLICE PROTECTIVE EQUIPMENT**

### **76. Safety and Police Protective Equipment**

- a. The State shall furnish the initial issuance of all safety equipment and police protective equipment required by the employing state agency and as described in HPM 11.2, Materials Management Manual. All safety equipment and police protective equipment provided pursuant to this section shall remain the property of the State. This section shall not supersede Government Code Section 19850.5.
- b. The equipment listed below is designated as police protective, safety, and work equipment for uniformed employees. Some items are issued based on geographical location or work assignment. Uniformed employees may substitute approved privately owned equipment for the state-issued equipment listed below, except those items marked by an "\*." Equipment marked with this symbol shall not be replaced with privately owned equipment under any circumstances. Substitution with privately owned equipment shall be in strict accordance with HPM 11.2, Materials Management Manual.
- c. The State shall make available to employees other items of safety equipment it finds appropriate for specific job functions.
- d. Equipment Listed:

\* (1) Oleoresin Capsicum (Pepper Spray)



- \* (2) Ammunition. Supply and use covered in HPM 70.8, Firearms Manual.
  - (3) Ammunition carrying case
- \* (4) Aviation life support items. Refer to HPM 100.7, Air Operations Manual.
  - (5) Badge
  - (6) Baton
  - (7) Baton ring
  - (8) Boots, insulated
  - (9) Boots, rain
  - (10) Hat, cold weather
  - (11) Hat cover, rain
  - (12) Hat piece
  - (13) Ear protectors
  - (14) Flashlight
  - (15) Glasses, safety (including prescription safety glasses). Refer to HPM 10.6, Occupational Safety Manual.
  - (16) Goggles, sand
  - (17) Handcuffs
  - (18) Handcuff case
- \* (19) Helmet, general duty
- \* (20) Helmet, motorcycle
  - (21) Holster, pepper spray projector
  - (22) Holster, pistol, automatic
  - (23) Holster, radio extender
- \* (24) Plasticuffs
  - (25) Raincoat
  - (26) Rain pants
- \* (27) Pistol, automatic, .40 caliber
  - (28) Radio extender
  - (29) Nylon duty belt
  - (30) Soft body armor

- (31) Work clothing, protective. Refer to criteria listed in HPM 11.2, Materials Management Manual
  - (32) Air purifying respirator (APR) with at least one of each: Chemical Biological Radiological Nuclear (CBRN) filter Cartridge
  - \* (33) Tactical Equipment Bag
  - \* (34) Tactical equipment bag which includes the following: cotton inspection gloves, hazmat over-booties, chemical tape, Tychem F coverall, Butyl gloves
- e. Lost or Damaged Equipment
- (1) Whenever an employee, through neglect or misuse, loses or damages Department issued safety and police protective equipment, or any other Department issued equipment, the Department may allow the employee to reimburse the Department for the lost or damaged equipment. If the employee agrees to such reimbursement, it shall be at the current replacement cost. An employee may utilize their leave credits (excluding sick leave) to satisfy the amount owed.
    - (a) If an employee agrees to reimburse the Department for the loss or damage of safety and police protective equipment or, any other Department issued equipment, the Department shall not initiate an adverse action against that employee for the loss or damage.

## **ARTICLE XIII - PERFORMANCE STANDARDS AND APPRAISALS**

### **77. Performance Standards and Appraisals**

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

## **ARTICLE XIV - MEDICAL EXAMINATIONS**

### **78. Medical Examinations**

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

## ARTICLE XV - SUBSTANCE ABUSE

### 79. Substance Abuse

#### a. Reasonable Suspicion

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

#### b. Setting of Cut-Off Levels

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

#### c. Employee Rights

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

#### d. Samples

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

#### e. Access to Results

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

#### f. Training

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

#### g. Post-Implementation Review

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

## **ARTICLE XVI - RELEASE TIME FOR STATE CIVILSERVICE EXAMINATIONS**

### **80. Release Time for State Civil Service Examinations**

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

### **81. Return to Work Joint Labor Management Committee**

The parties agrees to establish a joint labor management committee (JLMC) to meet as many times deemed necessary by mutual concurrence of the committee. The JLMC will commence within 60 days of the full ratification of the MOU, and will not exceed five (5) members per party to review the California Highway Patrol's current practices of returning injured workers to active duty. Any recommendations made by the JLMC will be provided to the Commander of the Office of Risk Management. This JLMC shall conclude six (6) months from the initial meeting.

## **ARTICLE XVII - CONTRACT PROTECTION AND CONTINUOUS APPROPRIATION**

### **82. Contract Protection**

The State shall not implement a furlough program or mandated Personal Leave program during the first two (2) years of this agreement, July 1, 2019, through June 30, 2021. The State and Bargaining Unit 5 agree that if projected state revenues are insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing compensation pursuant to section 19827, effective on July 1, 2021, and July 1, 2022, in the sole discretion of the Director of the Department of Finance, this provision shall be reopened and the parties will meet.

### **83. Continuous Appropriation**

The State and the CAHP agree to present to the Legislature a provision to appropriate funds to cover the economic terms of this agreement as part of the MOU bill through June 30, 2023. This will maintain employee salaries and benefits in case of an untimely budget.

## **ARTICLE XVIII - ENTIRE AGREEMENT**

### **84. Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the State and CAHP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other should not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended by mutual agreement of the parties.

## **ARTICLE XIX - DURATION**

### **85. Duration**

- a. Unless a specific provision provides for a different effective date, the terms of this Agreement shall go into effect July 1, 2019, upon ratification by both the Legislature and the Union and remain in full force through June 30, 2023.
- b. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

## **ADDENDUM**

### **COVID-19 PANDEMIC RECESSION SIDE LETTER**

The COVID-19 Pandemic Recession requires a savings in BU 5 employee compensation in order to balance the state budget. The parties have negotiated the following savings measures:

#### **I. Personal Leave Program 2020**

Effective with the first day of the pay period following ratification through June 2022 pay period, employees will be subject to the Personal Leave Program 2020 (PLP 2020) for nine (9) hours per pay period as provided below. The nine (9) hours of PLP credit are for the eight (8) hours in a single day of payroll deduction in subsection A, below, and one (1) hour for the achieved savings from suspending uniform and cleaning allowances.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 4.62%.
- B. Each full-time employee shall be credited with nine (9) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.
- C. Salary rates and salary ranges shall remain unchanged.

- D. Employees will be given discretion to use PLP 2020 subject to operational considerations.
1. PLP 2020 time must be used before any other leave that may be cashed out upon separation with the exception of Sick Leave.
  2. Employees may elect to use PLP 2020 in lieu of approved Sick Leave
  3. PLP 2020 shall be requested and used by the employee in the same manner as Vacation/Annual Leave.
  4. Subject to the above, requests for the use of PLP 2020 leave must be submitted in accordance with departmental policies on Vacation/Annual Leave.
- E. Leave balance caps for employees' Annual Leave and Vacation Leave banks shall be increased from 816 hours to 1,032 hours for no less than the duration of this agreement, and shall be extended in the event the employer is not able to reduce balances for operational reasons.
- F. All leave earned under PLP 2020 should be used prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section. If an employee is unable to use this leave prior to their separation and the separation date cannot be extended, PLP 2020 shall be cashed out.
- G. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.
- H. PLP 2020 shall not cause a break in State service, nor a reduction in the accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.
- I. PLP 2020 shall not affect the employee's final compensation used in calculating State retirement benefits, shall not reduce the calculation of incentive pays and shall not reduce the level of State death or disability benefits to supplement those benefits with paid leave
- J. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.
- K. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base in the same manner as Sick Leave.
- L. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.
- M. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- N. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers Compensation (Labor Code Section 4800.5 benefits and TDI benefits) for the entire monthly pay period shall be excluded from PLP 2020 for that month.

- O. Season and temporary employees are not subject to PLP 2020.
- P. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP credits pursuant to the chart below:

Hours Worked During Credit Pay Period	PLP 2020
0-10.9	0.00
11-30.9	1.13
31-50.9	2.25
51-70.9	3.38
71-90.9	4.50
91-110.9	5.63
111-130.9	6.75
131-150.9	7.88
151 or more	9.00

- Q. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.
- R. The parties agree that there shall be no further personal leave or furlough programs for the term of the PLP 2020, subject to the exceptions noted in this Side Letter.

II. Contract Re-Opener Language-Elimination of Pay Decreases and Suspensions in the Event of Additional State Revenues

- A. Due to the significant economic impacts of the COVID-19 Recession, in accordance with sections 3517.6 and 19827 of the Government Code, not withstanding any other provision of law, the following economic provisions of the existing memorandum of understanding (MOU), which require the expenditure of funds for increased salaries, wages or other compensation that were to become effective at any point during the 2020-21 or 2021-22 fiscal years, except as noted in Section II.B. below, are hereby suspended consistent with this Side Letter effective July 1, 2020, as ratified by the union and approved by the Legislature:
  - The \$920 per year allowance for uniforms provided for in Section 70.
  - The \$25 per month for uniform maintenance and cleaning provided for in section 70.
  - The employer and employee shares for Prefunding of Postretirement Health Benefits (OPEB) provided for in Section 41.
  - Increases to employee retirement contributions provided for in Section 36.
- B. The remainder of the MOU, including economic terms of the agreement not specifically related to the various pay items listed in paragraph A, such as the amount necessary for the payment of compensation and employee benefits that were in effect prior to the 2020-21 fiscal year, shall continue in full effect, subject

to the reductions agreed to in this Side Letter. Furthermore, the parties agree to meet and discuss the 2021 Employee Compensation Salary Survey conducted pursuant to Government Code Section 19827.

- C. The determination of sufficient funding relative to this Side Letter shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore some or all of the various pay items that have been suspended.
  2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore some or all of the various pay items that have been suspended
- D. In the event the Director of the Department of Finance elects to restore some or all of the various pay items that have been suspended by operation of this Side Letter, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.
- E. In the event that neither of the circumstances in paragraph C occur and/or the Director of the Department of Finance does not restore the state and employee shares of Prefunding of Postretirement Health Benefits (OPEB), the employer and the employee contributions shall be restored in July 1, 2022, and the parties shall once again incorporate the 3.4 percent employee share of pensionable compensation into the salary survey conducted pursuant to Government Code Section 19827. However, if the projected state revenues as the 2022-23 May Revision to the Governor's Budget continue to be insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the aforementioned OPEB contributions, the employee and employer OPEB contributions and inclusion of the 3.4 percent employee share for OPEB into the salary survey shall become effective on July 1, 2023. Determination of funding availability relative to this section shall be at the sole discretion of the Director of the Department of Finance.
- F. Upon the OPEB contributions being restored pursuant to paragraph E and consistent with the provisions in place prior to the implementation of this Side Letter, the OPEB contributions of the employees and the employer, as provided for in Section 42, will be amended as follows:
- July 1, 2022 or July 1, 2023: employee shall contribute 1.1 percent of pensionable compensation and employer shall contribute 5.7 percent of pensionable compensation, for a total of 6.8 percent of pensionable compensation.
  - July 1, 2023 or July 1, 2024: employee shall contribute 2.3 percent of pensionable compensation and employer shall contribute 4.5 percent of pensionable compensation, for a total of 6.8 percent pensionable compensation.



- July 1, 2024 or July 1, 2025: employee shall contribute 3.4 percent of pensionable compensation and employer shall contribute 3.4 percent of pensionable compensation, for a total of 6.8 percent pensionable compensation.

G. Further, increases to employee retirement contributions provided for in Section 41 are suspended until the OPEB contributions are restored as provided in paragraph E. Consistent with the provisions of the existing collective bargaining agreement, additional contributions to retirement, if implemented pursuant to Section 41, shall not increase more than 1 percent per year.

### III. Suspension of Employee and Employer OPEB Contributions

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3 and 22944.5, the employee's monthly contribution for prefunding other post-employment benefits for the 2020-21 and 2021-22 fiscal years is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification by the union and approval by the Legislature, and ending on June 30, 2022, subject to the suspension provided for in Section II, paragraph E, above. The employer's monthly contribution for prefunding of other post-employment benefits will also be suspended in the 2020-21 and 2021-22 fiscal years, subject to the suspension in Section II, paragraph E, above.

### IV. Return of Retirement Contributions to Employee Salaries

The 1 percent of salary redirected from employee compensation pursuant to the July 1, 2019 salary survey toward retirement shall be returned to employees' compensation on July 1, 2023, pursuant to Section 36, Retirement Benefits, subsection c (4).

### V. Joint Labor/Management Uniform Committee

The CAHP and the State mutually recognize the importance of the traditional CHP uniform in promoting the professional image of California Highway Patrol Officers to the public they serve.

The parties further mutually recognize that pursuant to Section 68 of the current collective bargaining agreement, the State and the CAHP shall meet to continue to discuss the required uniform of the CHP and the current uniform allowance rates.

Additionally, the State and CAHP agree to establish a joint labor/management committee to study and make recommendations regarding an alternative uniform for Bargaining Unit 5 members working road patrol duties that does not require regular dry-cleaning services. The parties agree that any alternative uniform must maintain the professional image of the CHP and must be as close as possible in appearance to the current uniform.

The committee shall be comprised of three representatives appointed by the CAHP and three representatives from the CHP's Office of Employee Relations. The committee shall meet as often as necessary. The three appointed CAHP representatives may consult with uniform vendors to seek proposals and sample uniforms for review and inspection by the committee, keeping in mind the importance of a professional image. The Committee shall develop joint recommendations to be submitted to the CHP Commissioner for review and consideration no later than July 1, 2021.

The parties further agree that all uniformed employees are still required to purchase and maintain a "Class A" uniform and that an alternative uniform would not replace the "Class A" uniform.

VI. Duration

This Side Letter amends the current term of the agreement from June 30, 2023, to July 3, 2024. However, if the aforementioned OPEB contributions instead become effective beginning on July 1, 2023, instead of July 1, 2022, then the term of the agreement shall extend through July 3, 2025.