



Agreement Between
STATE OF CALIFORNIA
and
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) – LOCAL 1000
covering
BARGAINING UNIT 1

Effective
July 1, 2023 through June 30, 2026

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PREAMBLE

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

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

ARTICLE 1 – RECOGNITION

1.1 Recognition

- A. Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.
- B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or their designee as the negotiating representative for the State and

shall negotiate exclusively with the director or their designee, except as otherwise specifically spelled out in this Contract.

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

1.2.1 Designation of Confidential Positions (Unit 1)

- A. "Confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].
- B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:
 - 1. Processing grievances;
 - 2. Processing Workers' Compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies; examination design and execution, training of employees; handling post and bid programs.
- C. The State may designate up to six hundred and twenty-five (625) positions as confidential. All incumbents in confidential positions shall remain in those positions. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.

- D. If the State proposes to designate positions as confidential, the State shall provide notice to the Union and shall meet and confer with the Union upon request.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classifications and position numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.
- G. Any grievance regarding this Contract section shall be filed by the Union at CalHR. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.

ARTICLE 2 – UNION REPRESENTATIVES

2.1 Union Representatives

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:
 - 1. The enforcement of this Contract;
 - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
 - 3. Informal settlement conferences or formal hearings conducted by the PERB;
 - 4. Matters scheduled for hearing by Victim Compensation and Government Claims Board;
 - 5. Matters pending before the State Personnel Board (SPB);

6. AWOLs and appeals to set aside resignations;
 7. Discussions with management regarding reasonable accommodation;
 8. The CalHR statutory appeal hearings.
- B. A written list of Union stewards and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after the steward's designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, departments, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the CalHR step of the grievance procedure.
- D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity section C shall be observed, otherwise this leave will be union paid leave.

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

2.2 Access

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent the employees pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council

representatives seeking access to employees must notify the department head or designee in advance of the visit.

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

2.3 Use of State Equipment

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1, if said equipment is available and utilized as a normal part of the employee's duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union stewards shall be permitted reasonable and occasional use of fax machines, copiers, and multi-function devices for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Union Information (Excludes Units 14 and 17)

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.5 Use of State Facilities

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

2.6 Steward Time Off

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

2.7 Employee Time Off

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

2.8 Union Steward Protection

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

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

2.9 Union Information Packets

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

The parties agree that the hold harmless and indemnification provisions in section 3.2 (H) and (I) apply to this section.

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

2.11 Bargaining Unit Negotiating Committee Member Time Off

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

2.12 Electronic Device Access (Cellular Device) – Department of Corrections (CDCR) and California Correctional Health Care Services (CCHCS)

SEIU Local 1000 District Labor Council (DLC) executive board members and one steward, per watch, per worksite, institution or facility will be allowed to bring an authorized cellular device within the security areas of worksites, institutions or facilities for the purposes of SEIU representation upon written notification and approval of the Appointing Authority. Required information regarding the authorized device will be provided to the local Labor Relations Analyst (LRA) or Labor Relations Officer (LRO). The list will include the device owner's name, the type of the device (make, model and serial number, IMEI/EUIMID/MEI/ESN/ICCID number), cellular provider, cellular number, and any device identifier needed to ensure the device is operational in the worksites, institutions and/or facilities or required by departmental policies or regulations.

The employee shall be responsible to immediately provide the local LRA or LRO with updated information when an approved device is removed or replaced. The use of the authorized cellular device shall be in line with department policies and regulations and shall not interfere with the conduct of State business. Photographs, videos or recordings are prohibited.

Violations of departmental policies and regulations could result in the authorized cellular device being seized, retained and subject to search.

This section is grievable to the department level.

ARTICLE 3 – UNION SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. The State and the Union agree that a system of authorized dues deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7, subject to the following provisions:

1. An employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union at any time.
2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising there from.
3. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.

3.2 Release of Home Addresses: Non Law Enforcement Employees

A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have the employee's home address withheld from the Union at any time by submitting a written request to the employee's appointing power on a form provided by the State.

B. Home Address Withholding

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

C. Home Address Withhold Notification to Employees

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

D. Release and Use of Addresses

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

E. Home Address Mailings by the State

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

F. Address Confidentiality

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

G. Costs Reimbursable

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

H. Hold Harmless and Indemnification

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

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union.

Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

ARTICLE 4 – STATE’S RIGHTS

4.1 State’s Rights

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

- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.
- C. This article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State civil service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

ARTICLE 5 – GENERAL PROVISIONS

5.1 No Strike

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

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

5.2 No Lockout

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

5.3 Individual Agreements Prohibited

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

5.4 Savings Clause

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

5.5 Reprisals

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

5.6 Supersession

The following enumerated Government Code sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code

sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions.

Government Code Sections

1. General

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

2. Step Increases

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

- | | |
|---------------|---|
| 19836 | Provides for hiring at above the minimum salary limit in specified instances. |
| 19837 | Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates) |
| 3. Holidays | |
| 19853 | Establishes Holidays. |
| 19854 | Establishes Personal Holiday. |
| 4. Vacation | |
| 19856 | Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another. |
| 19856.1 | Allows CalHR to establish rules for vacation accrual for absences of ten days or less. |
| 19858.1 | Establishes vacation earning rate. |
| 19863 | Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck. |
| 19991.4 | Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation. |
| 5. Sick Leave | |
| 19859 | Defines amount earned and methods of accrual for full-time and part-time employees. |

- | | |
|---------|---|
| 19861 | Allows CalHR to establish rules for sick leave accrual for absences of ten days or less. |
| 19862 | Allows for accumulation of sick leave. |
| 19863 | Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck. |
| 19863.1 | Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used. |
| 19864 | Allows CalHR to provide by rule for sick leave without pay for employees who have used up the employee's sick leave with pay. |
| 19866 | Allows rules to allow sick leave accumulation for non-civil service employees. |
| 19991.4 | Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave. |
6. Uniforms, Work Clothes, and Safety Equipment
- | | |
|---------|--|
| 19850 | Definitions. |
| 19850.3 | CalHR to determine need for uniform replacement. |
| 19850.4 | Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State. |
| 19850.5 | Provides for initial issuance of required safety equipment at State expense. |
7. Industrial Disability Leave (IDL)
- | | |
|-------|-------------------------------|
| 19869 | Defines who is covered. |
| 19870 | Defines "IDL" and "full pay". |

- | | |
|---------|--|
| 19871 | Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment. |
| 19871.1 | Provides for continued benefits while on IDL. |
| 19872 | Prohibits payment of temporary disability or sick leave pay to employees on IDL. |
| 19873 | Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL. |
| 19874 | Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits. |
| 19875 | Requires three-day waiting period, unless hospitalized or disability more than 14 days. |
| 19876 | Payments contingent on medical certification and vocational rehabilitation. |
| 19877 | Authorizes CalHR to adopt rules governing IDL. |
| 19877.1 | Sets effective date. |
8. Non-Industrial Disability Insurance (NDI)
- | | |
|---------|---|
| 19878 | Definitions. |
| 19879 | Sets the amount of benefits and duration of payment. |
| 19880 | Sets standards and procedures. |
| 19880.1 | Allows employee option to exhaust vacation prior to NDI. |
| 19881 | Bans NDI coverage if employee is receiving unemployment compensation. |
| 19882 | Bans NDI coverage if employee is receiving other case payment benefits. |

- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedure; determination and payment of benefits.
- 19885 Authorizes CalHR to establish rules governing NDI.
9. Life Insurance
- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from California Public Employees' Retirement System (CalPERS).
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
10. Health Insurance
- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.
- 22871.3 Sets employer contribution.
- 22871.9 Sets employer contribution.
11. Work Week
- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour work week and eight-hour day.
12. Overtime

- 19844 Directs CalHR to establish rules regarding cash compensation time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. Deferred Compensation

- 19993 Allows employees to deduct a portion of the employee's salary to participate in a tax-advantaged retirement savings plan.

14. Relocation Expenses

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

15. Travel Expenses

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

16. Leaves of Absence

- 19991 Allows release time for civil service examinations.

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

17. Performance Reports

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

18. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

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

19. Demotion and Layoff

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

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

19997.8 Allows demotion in lieu of layoff.

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

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

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

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

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

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

19998.1 State restriction on appointments.

20. Incompatible Activities

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

21. Training

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

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

5.7 Non-Discrimination

- A. No State employee shall be discriminated against or harassed in State employment consistent with applicable State and Federal Employment Laws.
- B. At the employee's discretion, allegations of discrimination or harassment based upon disability and/or medical condition, or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, and/or may be pursued with the State Personnel Board (SPB) through the complaint procedure specified by the SPB, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

- C. At the employee's discretion, other allegations of discrimination or harassment may be subject to the grievance procedure up to the third level, and/or may be pursued with the DFEH, and/or the Federal EEOC.
- D. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- E. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of the employee's rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, and/or may be appealed to the California Civil Rights Department (CRD), and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of the employee's rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

5.9 INTENTIONALLY EXCLUDED

5.10 Labor Management Committees

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

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

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

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

5.11 Dignity Clause

The State is committed to providing a workplace where all employees, regardless of the employee's classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity, courtesy, and respect. Employees alleging they have not been treated accordingly may file a grievance. The decision reached at Step 3 (CalHR) shall be final.

5.12 Upward Mobility Program

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

5.13.1 Correctional Case Records Analyst Workload Committee (Unit 1)

The State and the Union agree to continue the Joint Labor Management Committee (JLMC) to review the Correctional Case Records Analyst workload, mandatory overtime and training. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC shall meet at a minimum of at least once per quarter. The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of

fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC members shall discuss and make recommendations on the following:

- A. Workload;
- B. Alternatives to mandatory overtime;
- C. Training.

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

5.14.1 Guide, Historical Monument Joint Labor Management Committee (JLMC) – California Department of Parks and Recreation (Unit 1)

- A. The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for the California Department of Parks and Recreation (Department) and Service Employees International Union Local 1000 (Union) to discuss the workload, overtime, safety issues, and training for the Guide, Historical Monument classification.
- B. The JLMC shall meet up to twice per year. The State and Union shall each be entitled to select a maximum of five (5) representatives. The Department and Union shall each select its own representatives. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the Department. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion. JLMC members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

- C. One (1) JLMC meeting will be held in Sacramento and one (1) will be held at Hearst Castle.
- D. The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Department and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The Department shall respond to the information requested before each scheduled meeting date.

The JLMC shall develop mutual written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations. Such reports shall be sent to the Director of the California Department of Parks and Recreation, or their designee, for review and possible implementation.

**5.15.1 Joint Labor Management Committee – Employment
Development Department (EDD) Workforce Services Branch (WSB)
Job Service Field Division (JS) and Unemployment Insurance Branch
(UIB) Employment Program Representatives (EPR) and Disability
Insurance Branch (DIB) Disability Insurance Program Representatives
(DIPR) (Unit 1)**

The purpose of the Joint Labor/Management Committee (JLMC) shall be to provide a forum for EDD (State) and Service Employees International Union Local 1000 (Union) to discuss workload concerns and promote quality customer service.

The JLMC shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives who are

EDD employees will serve and participate on the JLMC without loss of compensation.

The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The State and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. EDD shall respond to the information requested before each scheduled meeting date.

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern and any joint recommendations.

This article does not abridge nor limit the exercise of management's rights as articulated in Article 4, State's Rights.

5.16.1 Disability Determination Services Division (DDSD) Joint Labor Management Committee (Unit 1)

The State and the Union agree to continue a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Disability Evaluation Analysts (DEAs) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC agrees to meet at least once semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

- A. Workload
- B. Overtime
- C. Training, career advancement and upward mobility
- D. Improving the quality of service
- E. Productivity

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

5.17.1 Recruitment and Retention Committee (Unit 1)

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 1 classifications.

The Committee shall consist of ten (10) members: five (5) selected by the State and five (5) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than ten (10) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, health benefits, pension benefits, and retiree health benefits) as well as vacancy rates (both historical and current).

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the administration.

All disputes relating to this article are not grievable or arbitrable.

5.18 and 5.19 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

5.20.1 Information Technology Joint Apprenticeship Committee

The Information Technology Joint Apprenticeship Committee (IT JAC) will replace the Joint Labor Management IT Training Committee.

The IT JAC will consist of eight (8) members: four (4) management members selected by the State and four (4) Union members selected by the Union. Dates and times of meetings and agendas shall be mutually determined by the members of the committee. The purpose of the IT JAC is to provide training programs for IT classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The IT JAC will research all available sources for IT training, review the program for appropriate usage and make recommendations to State departments for their use.

The IT JAC will meet at least every two (2) months. Members of the IT JAC will be granted state release time for all committee meetings.

5.21.1 IT Reclassification Committee (Unit 1)

Negotiations between the parties will continue under the provisions of section 14.1.

ARTICLE 6 – GRIEVANCE, ARBITRATION, AND AWOL PROCEDURES

6.1 Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest possible level.
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

6.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.
- D. As used in this procedure, the term “party” means the Union, an employee, or the State.
- E. A “Union representative” refers to a Union steward or staff representative or a bargaining unit council representative.

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

6.3 Time Limits

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

6.4 Waiver of Steps

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

6.5 Presentation

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

6.6 Informal Discussion

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

6.7 Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.
- B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the

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

- C. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters by the department head or designee.
- D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) calendar days after receipt to the department head or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters.

6.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the

Director of the CalHR or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).

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

6.10 Response

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

6.11 Formal Grievance – Step 4

- A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.
- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of

arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.

- D. An arbitrator may, upon request of the Union and the State, issue the arbitrator's decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put the arbitrator's decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2 (A) of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.12 Grievance Review

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

6.13 AWOL Hearing Back Pay

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

6.14 Mini-Arbitration Procedure

The parties agree to continue to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall continue for the duration of the agreement.

- A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that a mini arbitration hearing date shall be scheduled at least four (4) times in a fiscal year. The parties agree to meet within forty-five (45) days from the date the legislature ratifies this MOU to select four (4) dates for this mini-arbitration process. The parties may cancel or add additional dates by mutual agreement.
- B. Within forty-five (45) days of this Agreement's ratification by the Legislature, the parties shall appoint a standing panel of four (4) arbitrators for the mini-arbitration process. Each party shall assign two (2) arbitrators to the mini-arbitration panel. The arbitrators shall be listed in alphabetical order by last name and be assigned to hear grievances on a continuous rotation.
- C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:
 - 1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day. The parties shall schedule the earliest available date provided by the arbitrator that is feasible for both parties.
 - 2. The parties shall attempt to prepare a written stipulation of undisputed facts prior to arbitration. The arbitrator shall only take testimonial and/or documentary evidence relevant to those facts which remain in dispute.
 - 3. The presentation of each grievance shall include an opening statement, the submission of documentary and testimonial evidence, and a closing argument. Each party will designate no more than one (1) spokesperson to present their case to the arbitrator. In addition, each party shall be limited to two (2) witnesses per case unless by mutual stipulation, in which case, the parties may call additional witnesses.

4. The arbitrator shall make their decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. There shall be a stenographic record or transcripts of the hearings.
 5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
 6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
 7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.
 8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.
- D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

ARTICLE 7 - HOLIDAYS

7.1 Holidays

- A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the California Department of Education (CDE), shall be

entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

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

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

The holidays are observed on the actual day the holiday occurs with the following exceptions:

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 2. When a holiday falls on a Sunday, the following Monday, not Sunday, shall be treated as the holiday for purposes of this Article.
 3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of the employee's initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. Employees working part-time shall be entitled to the personal holiday, on a prorated basis in accordance with the chart shown in section 7.1(L). The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule

the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour for hour) basis.

- E. The department head or designee shall make a reasonable effort to grant an employee use of the employee's personal holiday on the day of the employee's desire subject to operational need.
- F. An employee shall accrue eight (8) hours of holiday credit when an observed premium or regular holiday falls on the employee's regularly scheduled day off and the employee is excused from work.
- G. When a full-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive eight (8) hours of holiday credit and one and one half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day, and December 25.
 - 1. Holiday premium pay, calculated at one and one-half (1½) times the applicable hourly rate for hours worked on January 1, last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25, shall count towards any premium overtime compensation earned during the same workweek. Section K satisfies the provision of Article 19.2 Overtime.
 - 2. Notwithstanding subdivision B above, when a premium holiday falls on a Sunday and the employee is required to work on the Sunday, the employee shall be paid one and one-half (1½) times for all hours worked. Employees shall not receive one and one-half (1½) times for hours worked on the Monday following the Sunday holiday.

When a full-time employee in Work Week Group 2 is required to work on a regular holiday, the employee shall receive eight (8) hours of holiday credit and the employee's regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

- H. Work Week Group E or SE Employees: If a full-time employee is required to work on a premium holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

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

- I. When a part-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and one and one half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

When a part-time employee in Work Week Group 2 is required to work on a regular holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and the employee's regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or

CTO. The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

- J. Work Week Group E or SE Employees: If a part-time employee is required to work on a premium holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and one (1) hour of informal time off for every two (2) hours worked. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

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

- K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid in accordance with the provisions of section 19.2.
- L. Employees shall receive compensation for holidays in accordance with the following:

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

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

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

- M. Holiday credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's

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

7.2 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 8 – LEAVES

8.1 Vacation/Annual Leave

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

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

- B. Employees may elect to enroll in the Annual Leave Program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the

employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

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

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

- D. Employees who elect to move to the vacation and sick leave programs will have the employee's accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement.
- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- F. Less than full-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7.1 (L) of this Contract.
- G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be

determined by the schedule which applies to the position or collective bargaining status under which the election was made.

- H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.
- I. Work Week Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.
- K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted the employee's preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over the

- employee's accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce the employee's accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.
- N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to the employee's supervisor for approval a plan to use Vacation/Annual Leave to bring the employee's balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient Vacation/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.
- O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.
- P. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.
- Q. 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 2017 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.

8.2 Sick Leave

- A. As used in this section, “sick leave” means the necessary absence from duty of an employee because of:
1. Illness or injury, including illness or injury relating to pregnancy;
 2. Exposure to a contagious disease which is determined by a physician to require absence from work;
 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
 4. Absence from duty for attendance upon the employee’s ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

- a. Labor Code 245.5 defines family member as any of the following:
a child, meaning a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, as well as a spouse, registered domestic partner, grandparent, grandchild and a sibling.
5. Labor Code 246.5 allows the use of sick leave for an employee who is a victim of domestic violence, sexual assault, or stalking.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
 1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of the employee's appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Article 7.1 (L).
 2. Multiple positions under this rule:
 - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;

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

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

- 1. The employee has a demonstrable pattern of sick leave abuse; or
- 2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

The State recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of the employee’s normal work assignment and anticipated future absences. If the department head or designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

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

F. Sick leave may be accumulated without limit.

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

H. A full-time employee whose continuity of employment is broken by a

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

- I. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.
- J. Time during which an employee is excused from work because of sick leave shall not be considered as time worked for purposes of calculating overtime.
- K. Disabled Veterans Credit
 - 1. In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for the employee's service-connected disability. Credit for sick leave granted under this paragraph shall be credited to qualifying officer or employee on the first day of employment and shall remain available for use for the following twelve (12) months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to the rules adopted by the department.

2. In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the California National Guard or Federal Military Reserve Force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for the employee's service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited under this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

8.3 Bereavement Leave

- A. The amount of bereavement leave related to the death of an immediate family of an employee's spouse shall be the same for the immediate family of a registered domestic partner.
- B. Permanent or probationary employees, and non-permanent employees who have been employed for at least 30 days, may take up to five (5) days of unpaid bereavement leave for the death of a spouse/domestic partner, child, parent, stepparent, sibling, grandparent, grandchild, or parent-in-law. Such bereavement leave shall be authorized for up to five (5) days per occurrence.

Such bereavement leave shall qualify with pay for specific occurrences pursuant to subsection C below.

The employee may elect to use their accrued annual leave, vacation, sick, CTO, or any other earned leave credits for any unpaid days of leave which do not qualify with pay pursuant to subsection C below.

C. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee, regardless of their time of service, due to the death of the employee's parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, sibling, stepchild, parent-in-law, child-in-law, sibling-in-law, or death of any person residing in the household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence.

D. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee, regardless of their time of service, due to the death of the employee's aunt, uncle (parent's sibling), niece, nephew (sibling's child). Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year.

If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from the employee's home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize

- the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.
- E. The bereavement leave days outlined in Sections B, C, and D do not need to be taken consecutively, but must be requested within three (3) month of the date of death. The employee shall give notice to the employee's immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request. Substantiation includes, but is not limited to, a death certificate, published obituary, written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- F. Employees may utilize the employee's annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.
- G. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in Article 7.1 (L)).

8.4 Parental Leave

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

- B. A spouse, parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for the employee's newborn child. The employee shall provide medical substantiation to support the employee's request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental leave, the employee shall be allowed to continue the employee's health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.5 Adoption Leave

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

- A. During the period of time an employee is on adoption leave, the employee shall be allowed to continue the employee's health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.
- B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

8.6 Union Leave

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

1. The union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.
3. The union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to CalHR.
4. A union leave shall assure an employee the right to the employee's former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2024, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of thirty-seven percent (37%) of the affected employees' salary, for all the time the employee is off on union leave,

within sixty (60) days of billing.

On July 1, 2025, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of thirty-nine percent (39%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2026, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of forty-one percent (41%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

Disputes regarding reimbursement shall be resolved through the arbitration process.

6. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.
7. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
8. Employees on union leave shall suffer no loss of compensation or benefits.
9. Employees on union leave under this provision and the Union shall waive any and all claims against the State for workers' compensation and IDL.
10. In the event an employee on union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on union

leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

B. Special Union Business Events

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

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (Once every three years)

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

8.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the

right to the employee's former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

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

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

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

E. A leave of absence shall be terminated by the department head or designee:

1. At the expiration of the leave; or
2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

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

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

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.
- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
 - 1. Sick leave credits cannot be transferred;
 - 2. The receiving employee has exhausted all leave credits;

3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;
4. Personal holidays must be transferred in one (1) day increments (Personal holiday donations shall be made pursuant to the donating employee's time base);
5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed six (6) months; however, if approved by the appointing authority, the total leave credits received may be twelve (12) months;
7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
8. This section is not subject to the grievance, arbitration and AWOL procedures Article of the Contract.

8.9 Catastrophic Leave - Natural Disaster

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

conditions:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation;
- E. Personal holiday must be transferred in one (1) day increments.
(Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

8.10 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during the employee's normal work hours and the employee has provided reasonable (normally two (2) working days) notice to the employee's supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on State Restrictions of Appointment (SROA) lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee's normal work schedule.
- B. Authorized release time for reasonable travel time to and from the examination site shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
- C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.
- D. Costs associated with travel will not be paid by the State.
- E. If the examination is provided electronically, the employee, upon receiving approval from the employee's supervisor, shall be allowed a reasonable amount of time to use state owned property to register for and complete the examination during the employee's normal working hours with no loss of

compensation.

- F. Employees who are participating in hiring interviews by way of lateral transfers and are not on a hiring list, may utilize leave, other than sick leave, in accordance with the MOU. Employees shall request leave (normally two (2) working days) prior to the interview, and the request shall not be unreasonably denied.

8.11 Release Time for State Personnel Board Hearings

- A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:
 - 1. A party to the hearing proceedings, e.g., an appellant; or
 - 2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.
- B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

8.12 Leave Credits Upon Transfer in State Service

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

8.13 Court Appearance and/or Subpoenas (Excludes Unit 17)

- A. If an employee is served with a subpoena which compels the employee's presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay.

Such pay shall be in the amount of the difference between the employee's regular pay and any amount the employee receives for such appearance. In no case shall this amount exceed the employee's regular pay.

- B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of the employee's accrued CTO, personal holiday, personal leave, annual leave, vacation or unpaid leave.
- C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time the employee is required to be available in accordance with the provisions of A above.

8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one (1) full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.
- B. Upon receiving notice or summons of jury duty, an employee shall immediately notify the employee's supervisor and provide a copy of the notice or jury summons.
- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.

- D. For the purposes of this Section, “jury fees” means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provision B and C above apply.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on “on-call” status shall return to work to complete the employee’s scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if the employee feels there is not reasonably enough time left in the workday and if the employee’s supervisor concurs. Concurrence will not be unreasonably withheld.

8.15 Personal Leave Program (PLP) – Voluntary (Excludes Unit 21)

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

- A. Each full-time employee subject to paragraph B shall be credited with eight (8) or sixteen (16) hours of voluntary personal leave on the first day of the following monthly pay period for each month in the Voluntary PLP.
- B. Each full-time employee participating in the Voluntary PLP shall continue to work the employee’s assigned work schedule and shall have an equal reduction in pay. In exchange, eight (8) or sixteen (16) hours of leave will be credited to the employee’s Voluntary PLP monthly balance. Salary ranges and rates shall not be affected because of Voluntary PLP participation.

- C. Personal leave shall be requested and used by the employee in the same manner as vacation/annual leave or personal necessity leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation/annual leave or personal necessity leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).
- D. An employee may accumulate no more than two hundred forty (240) hours of voluntary personal leave. When an employee reaches two hundred forty (240) hours of personal leave or would exceed two hundred forty (240) hours of personal leave with further accumulation, the employee shall be removed from the Voluntary PLP.
- E. When an employee is removed from the Voluntary PLP, the employee may not participate for a minimum of twelve (12) months and the employee is not eligible to re-enroll until the employee's balance is reduced to a maximum of one hundred twenty (120) hours.
- F. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance (DOF), for the Voluntary PLP, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by federal

and state law.

- G. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from Voluntary PLP.
- H. A State employee in the Voluntary PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits the employee would have received had the Voluntary PLP not occurred.
- I. The Voluntary PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- J. The Voluntary PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- K. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- L. The Voluntary PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- M. The Voluntary PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- N. Employees on SDI, IDL, EIDL, or workers' compensation for the entire monthly pay period shall be excluded from the Voluntary PLP for that month.

8.16 Family Medical Leave Act (FMLA)

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as “FMLA”. The State and the Union recognize that on occasion it will be necessary for employees of the State to take job protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for a FMLA leave may include an employee’s serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
 2. An employee’s child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. “Care” as provided in this section applies to the individual with the covered health condition;
 3. An employee’s parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
 4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.
 - a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee’s available sick leave credits and catastrophic

leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

- b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.
 - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover a FMLA absence.
- C. An eligible employee shall provide certification of the need for a FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the

- remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to the employee's same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
 - G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with CalHR rules 599.608 and 599.609.
 - H. Any appeals regarding a FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the CRD. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.
 - I. The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

8.17 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once the employee has used an equal amount of the employee's 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 the employee's 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, the employee must have used two (2) verified hours of the employee's personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide the employee's supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for mentoring leave, an employee must:
 - 1. Have a permanent appointment;

2. Have successfully completed the employee's initial probationary period; and
3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one (1) school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one (1) school year commitment based on the mentor program that is selected.)

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

1. The employee is assigned to a "post" position in the CDCR; or
2. The employee works in a level of care position in the DDS, DSH, CDE, CDCR or Veterans' Affairs (CalVet).

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

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

8.18 Work and Family Participation

A. Family Activity

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

B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave. Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, sibling, stepchild, or any person residing in the immediate household. If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family Medical Leave Act. The State shall consider requests from employees to adjust work hours or schedules or

consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

8.19 Paid Time Off – Precinct Election Board

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

8.20 Blood Donation Programs

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

8.21 and 8.22 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

8.23.1 Employment Development Department (EDD) Vacation Leave Policy (Unit 1)

Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Vacations can only be canceled when unanticipated operational needs require it.

An employee shall be granted annual vacation leave request(s) up to the employee's annual accrual rate. All vacation leave taken during the calendar year shall be counted towards the amount of leave described in the previous sentence. Employees must have sufficient leave earned and available to cover the time requested, prior to beginning the employee's vacation.

A. Vacation Policy

1. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by EDD) request the same vacation time during a bidding round and approval cannot be given to all employees requesting it, employees shall be granted the employee's preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. After review of State service and departmental seniority a tie will be broken by lot. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.
2. Employees shall be allowed to bid on vacation leave periods up to the employee's annual accrual rate. Any requests to use additional leave balances would be pursuant to the Vacation Bidding Procedure in paragraph B below and the Vacation Bidding Rounds in paragraph C below.
3. Employees shall use a statewide uniform vacation bid form which has been mutually agreed to by the Union and EDD management.

B. Vacation Bidding Procedure

1. Beginning on September 1, and ending no later than November 30, of each year, or the first work day(s) thereafter, each office manager or the manager's designee shall conduct four (4) rounds of vacation bidding if necessary at the employee's worksite.
2. At least two (2) weeks prior to September 1, each office manager or the manager's designee shall make available to all employees a current worksite seniority list, a one year electronic calendar starting February 1 and ending on January 31 of the following year, indicating the number of employees that may be on vacation on each day, and copies of the mutually agreed to standard EDD vacation bid form.
3. For each of the four (4) rounds of vacation bidding, employees shall have ten (10) work days to turn in the employee's completed bid form to the office manager or the manager's designee.
4. For rounds one (1) and two (2) of bidding, the office manager or the manager's designee shall approve vacation periods in the following manner. Each employee shall be granted the employee's #1 priority choice unless it is taken by an employee(s) with more seniority as defined in paragraph A, section 1 above. The office manager or the manager's designee shall then approve the employee's #2 choice unless it is taken by an employee(s) with more seniority. If necessary, the office manager or the manager's designee shall go through all of an employee's subsequent bid choices in the same manner.
5. For any round of bidding, if an employee's bid list is exhausted, or if any part of an employee's consecutive day bid request cannot be granted, the office manager or the manager's designee shall briefly confer with the employee, if the employee is available, for the

purpose of obtaining another vacation bid before moving on to the next senior person in the office. If the employee is not available and has not left contact information with the employee's manager then the manager shall move on to the next employee.

6. For round three (3), the office manager or the manager's designee shall approve up to the employee's accrual rate before moving to the next senior employee's bid form.
7. For round four (4), the office manager or the manager's designee shall approve up to the employee's balances before moving to the next senior employee's bid form.
8. As each employee's vacation is approved in each of the four (4) vacation bidding rounds listed below, the office manager or the manager's designee shall on a daily basis update the calendar described in B(2).
9. On November 30, or the first work day thereafter, the office manager or the manager's designee shall provide each employee at the worksite with the employee's approved vacation choices.
10. On November 30, or the first work day thereafter, each office manager or the manager's designee shall post all approved vacation choices. This electronic calendar shall be immediately updated if:
 - a. An employee cancels a vacation period.
 - b. Someone from the waiting list is approved.
 - c. A vacation period is approved during the open bidding period.
 - d. More vacation slots become available.
11. When an employee who was granted vacation leave cancels that leave, or will not have sufficient leave credits to cover the leave, the first person on the waiting list, if any, shall be awarded that

vacation leave time.

C. Vacation Bidding Rounds

1. Starting on September 1, or the first work day thereafter, each office manager or the manager's designee shall conduct a first round of vacation bidding in the following manner. Using the standard bid form, each employee shall submit a minimum of five (5) vacation choices in priority order to the office manager or the manager's designee. Each bid choice shall consist of one (1) through twenty-two (22) consecutive work days. Each bid choice shall be no more than the employee's annual accrual rate. The office manager or the manager's designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.
2. Immediately after completing the first round of vacation bidding, the office manager or the manager's designee shall conduct a second round. Using the standard bid form, each employee may submit vacation choices in priority order and shall consist of one (1) through twenty-two (22) consecutive work days and each bid choice shall be no greater than the employee's remaining annual accrual rate. The office manager or the manager's designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.
3. The combined total of rounds one (1) and two (2) cannot exceed the annual accrual rate of the employee.
4. Immediately after completing the second round of vacation bidding, the office manager or the manager's designee shall conduct a third round of bidding. Using the standard bid form, each employee may submit vacation choices in priority order that consist of the employee's remaining accrued vacation rate. The office manager or the manager's designee shall then follow

the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.

5. Immediately after completing the third round of vacation bidding, the office manager or the manager's designee shall conduct a fourth round of bidding. Using the standard bid form, each employee may submit choices in priority order using carryover vacation, annual leave, CTO or personal leave program balances. The office manager or the manager's designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.

D. Open Vacation Bidding Period

Immediately after the Vacation Bidding Rounds in section C above, employees shall be allowed to bid on any open time on a first come, first served basis throughout the year (February 1 through January 31). If two (2) or more employees ask for the same vacation day(s) at the same time, requests shall be granted on the basis of seniority as described in paragraph A above.

E. Expedited Grievance Procedure

EDD agrees to the following expedited grievance procedure for alleged violations of Article 8 Leaves, section 8.1(K) Vacation/Annual Leave.

For the purpose of a grievance filed pursuant to section 8.1(K), Step 1 will be defined as the Director or designee. If the decision received is not satisfactory, the grievance may be appealed to Step 3 (CalHR) and will not be subject to the arbitration procedure.

F. Vacation Information

At the request of the Union, EDD agrees to provide on a quarterly basis, the number of vacation requests per office that have been denied during the Open Vacation Bidding Period.

8.24, 8.25, 8.26, 8.27, 8.28, 8.29, 8.30 and 8.31 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

8.32 Personal Leave Program (PLP) 2010, 2012, and 2020

- A. PLP 2010, PLP 2012, and PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave and personal necessity leave. Requests to use PLP 2010, PLP 2012, and PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave and personal necessity leave. PLP 2010, PLP 2012, and PLP 2020 shall not be included in the calculation of vacation/annual leave balances pursuant to section 8.1.
- B. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.
- C. PLP 2010, 2012, and 2020 may be cashed out upon separation from state service.

8.33 Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1)

Section 230.1 of the Labor Code specifies that employers with twenty-five (25) or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence. The provisions of this law apply to the State as an employer and to State employees.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes

summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to a provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act.

8.34 Organ Donation

Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

- A. Employees who donate an organ(s) to another person shall be eligible for up to thirty (30) workdays of paid leave (Donor Leave) in any one (1) year period. Employees who donate bone marrow to another person shall be eligible for up to five (5) work days of paid leave (Donor Leave) in any one (1) year period.
- B. The one (1) year period is the twelve (12) month period measured forward from the date an employee's first leave begins.

- C. The one (1) year period for an organ donor is separate from the one (1) year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to sick, vacation, annual, personal, CTO, Family Medical, catastrophic, SDI, and medical leave.
- J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to

return to work, the employee will have a mandatory right to be reinstated to the employee's former position.

ARTICLE 9 – HEALTH AND WELFARE

9.1 Health Benefits (Excludes Units 3 and 17)

- A. Upon ratification the employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
- B. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.
- C. Health Benefits Eligibility
 - 1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

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

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

9.2 Dental Benefit (Excludes Unit 17)

A. Contribution Amounts

1. The State agrees to continue to pay the following contributions that went into effect January 1, 2023 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the CalHR.
 - a. The State shall pay up to \$38.12 per month for coverage of an eligible employee.

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

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

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

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

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

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

9.3 Vision Benefit (Excludes Unit 17)

A. Program Description Basic Plan

The employer agrees to provide a vision benefit to eligible employees

and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

D. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

- E. Nothing in this section would preclude the State from offering an enhanced benefit that would be in favor of the employee. Notice would be provided and the union would have the right to meet and confer.**

9.4 Out-of-State Supplemental Health Care Program

- A. The State agrees to pay state employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO), \$1,200 per year, expiring after the November 2023 pay period.**

Effective with the December 2023 pay period, the state agrees to pay state employees who are headquartered out-of-state and enrolled in a CalPERS sponsored Preferred Provider Organization health plan because they cannot enroll in a CalPERS sponsored HMO plan, a monthly payment based on their health plan party code enrollment.

Party Code 1	\$200.00
Party Code 2	\$250.00
Party Code 3	\$300.00

This payment shall not be considered as “compensation” for purposes of retirement.

This section is grievable through Step 3.

- B. Employees headquartered out-of-state and cannot enroll in a CalPERS sponsored HMO whose out-of-pocket medical expenses exceed the CalPERS sponsored HMO maximum out-of-pocket payment (MOOP), shall be reimbursed the actual expenses incurred above the CalPERS sponsored HMO MOOP up to the employee’s plan’s MOOP. This subsection expires December 31, 2023, and reimbursement may be claimed for all eligible expenses accrued in 2023.

9.5 Employee Assistance Program (EAP)

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee’s voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, compensating time off (CTO), vacation, and holiday credits for such a purpose. Leaves of absence without pay may be

- granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and CTO have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
 - D. Upon request by the Union, a department which has an internal EAP for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
 - E. Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

9.6 Pre-Tax of Health and Dental Premiums Costs

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

9.7 Pre-Retirement Death Continuation of Benefits

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

9.8 INTENTIONALLY EXCLUDED

9.9 Presumptive Illness

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

9.10 Employee Injury on the Job

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

- be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.
- B. An employee who is directed by the employee's supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
 - C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for the employee's full shift.
 - D. The State shall not use the DIR's Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from the employee's normal work assignments.

9.11 Enhanced Industrial Disability Leave (EIDL)

- A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of the employee's duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ward, or parolee.
- B. An employee working in the DDS, DSH, CalVet, or in the Special Schools in the CDE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of the employee's duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive resident, patient (individual), student, client, or member.
- C. The EIDL benefits will be equivalent to the injured employee's net take

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

- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- E. The decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the department director may consider and grant EIDL on a case-by-case basis when the department director determines the injury was in fact job-related.
- I. If a claim is denied by the department director, the Union may request a review by CalHR.
- J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

9.12 FlexElect Program

- A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable state and federal laws and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.
- B. To be eligible to enroll in the FlexElect Medical Reimbursement Account or Dependent Care Reimbursement Account, 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 position, must have mandatory return rights to a permanent position (not permanent intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.
- C. The State shall continue its current practice on a cash option in the FlexElect Program for Bargaining Unit (BU) 1, 3, 4, 11, 14, 15, 20, and 21 employees who meet the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source, to enroll for the cash option in lieu of health and/or dental coverage. The CoBen Cash Option Program is available to eligible BU 17 employees as discussed in section 9.1.17.
- D. PI employees are eligible to participate in the FlexElect or CoBen Cash Option Program as described in Article 18 of this Contract.
- E. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the FlexElect Cash Option.

9.13 Long-Term Care Insurance Plan

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

9.14 Temporarily Disabled Employees

- A. When an employee claims to be temporarily disabled and prevented from performing the employee's usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.
- C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

9.15 Industrial Disability Leave (IDL)

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

lieu of TD benefits.

- B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- D. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- E. Temporary Disability (TD) with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the CalPERS or CalSTRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period.
- F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.
- G. All appeals of an employee's denial of IDL benefits shall only follow the

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

9.16 Group Legal Service Plan

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

9.17 State Disability Insurance (SDI)

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

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code. SDI provides benefits for an employee disabled due to a non-work related illness or injury. SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one (1) year after the child's birth or placement of the child in connection with foster care or adoption. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks and for PFL up to a maximum of six (6) weeks. Effective July 1, 2020, PFL will extend from six (6) weeks to a maximum of eight (8) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
3. Employees participating in the Out-of-State Supplemental Health Care Program (Article 9.4) shall continue eligibility as long as the employee is not remitting the employee's health, dental and vision premiums directly to the healthcare providers.
4. If an employee is released by the employee's physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), personal necessity leave (PNL-BU 3) or sick leave balances to supplement the employee's SDI benefits.
5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety.
6. Beginning on January 1, 2018, an employee taking PFL as described in section A (1) to care for a family member will be eligible for benefits without the seven (7) day waiting period if the employee meets the

requirements of section 3303 of the California Unemployment Insurance Code.

7. An employee may elect to supplement the employee's SDI benefit with leave integration up to forty (40) hours per month of the employee's accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), PNL (BU 3), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement, it may affect the SDI benefits. An employee's combined SDI benefit and use of leave credits cannot exceed the employee's regular monthly gross (less mandatory reductions) pay. Within one week of being disabled from work, the employee or the employee's representative must contact the employee's departmental personnel office to provide information on the following:
 - a. The date the disability/illness commenced;
 - b. The estimated duration of the disability;
 - c. A phone number where the employee can be reached;
 - d. The election of leave credits usage during the first week of disability;
 - e. The number of hours in a month to be charged to leave credits;
 - f. Whether or not the employee is planning to file for SDI;
 - g. The election to supplement leave credits with SDI benefits;
 - h. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation of benefits and payment.

- B. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.
- C. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain the employee's ENDI and NDI eligibility for six (6) months.
- D. When the State Controller's Office resumes its effort to modernize the State's current payroll system, the State agrees to meet with the Union to discuss the feasibility of integration of SDI benefits.

9.18, 9.19, 9.20 and 9.21 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

9.22 Health Benefits Advisory Committee

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

9.23 Supplemental Health Benefits Contribution

- A. The State agrees to provide the employer health benefits contributions pursuant to Sections 9.1 and 9.1.3 of this contract. Effective the first day of the pay period following ratification by both parties but no earlier than December 1, 2023, the State agrees to provide an additional amount up to \$165 (one hundred and sixty five dollars) toward the monthly employer health

benefits contribution for each employee who is enrolled in a CalPERS-sponsored health plan.

- B. The State agrees to provide the Consolidated Benefits (CoBen) Allowance pursuant to Section 9.1.17 of this contract. Effective the first day of the pay period following ratification by both parties but no earlier than December 1, 2023, the State agrees to provide an additional amount up to \$165 (one hundred and sixty five dollars) toward the monthly CoBen allowance for each employee who is enrolled in a CalPERS-sponsored health plan.
- C. This section is grievable through Step 3.

9.24 Prefunding of Post-Retirement Health Benefits

The State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

- A. Beginning July 1, 2018, the State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 will prefund retiree health care, with the goal of reaching a fifty percent (50%) cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2020. The amount of employee and matching employer contributions required to prefund retiree health care shall increase by the following percentages of pensionable compensation:
 - 1. July 1, 2018: by 1.2 percent.
 - 2. July 1, 2019: by 1.1 percent, for a total of 2.3 percent.
 - 3. July 1, 2020: by 1.2 percent, for a total of 3.5 percent.

B. Effective the first day of the pay period following ratification by both parties, the contribution percentages described in section 9.24 (A) shall be decreased by half a percent (0.5%), for a total of 3.0 percent.

C. Effective July 1, 2024, and each July thereafter, the contribution percentages described in section 9.24 (B) shall be adjusted based on actuarially determined total normal costs. Adjustment 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 (0.5%) from the total normal cost contributions in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2024, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed half a percent (0.5%) per year.

D. 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 Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 shall begin contributing immediately, unless they are not subject, as set forth above.

E. 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.

- F. Contributions will be deposited in a designated state subaccount for SEIU Local 1000 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with SEIU Local 1000 Bargaining Units. As defined in Government Code Section 22940, a designated state subaccount 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."
- G. Contributions paid pursuant to this Agreement shall not be recoverable under any circumstances to an employee or the employee's beneficiary or survivor.
- H. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
- I. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

ARTICLE 10 – HEALTH AND SAFETY

10.1 Health and Safety Commitment

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

10.2 Health and Safety Committees

- A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.
- B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.
- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

10.3 Occupational Hazards

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

10.4 Injury and Illness Prevention Programs (IIPP)

- A. Each department shall establish, implement, and maintain an IIPP. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

10.5 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.6 Emergency Evacuation Procedures

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees. The program shall be reviewed every two years to identify current trends and best practices.
- B. Each department shall conduct annual training, and provide training upon

- implementation of the plan, for any changes to the plan, or for changes to the scope of the employees' responsibilities.
- C. Any concerns arising from this section may be addressed by either party by raising the issues to the health and safety committees established under Article 10.2, Health and Safety Committees.
 - D. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

10.7 Protective Clothing (Excludes Units 17 and 21)

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means, attire that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of the employee's duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at the employee's expense.

10.8 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.9 Safety Equipment (Excludes Units 15, 17 and 21)

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

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

- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if the employees feel it may add to the employees' overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at the employee's expense.

10.10 Medical Monitoring (Excludes Units 14, 17 and 21)

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

10.11 Hazardous Materials (Excludes Unit 17)

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:
 - 1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
 - 2. The employee is required to use/handle the substance; or
 - 3. It is necessary to update or otherwise train an employee in its use.

10.12 Employee Restroom Facilities

To the extent possible, where staff are employed at a permanent work site, the State will provide:

- A. Single occupancy restrooms that shall be designated as gender neutral.
- B. Restroom facilities for staff that are separate from those provided to inmates, wards, residents, patients, members, and students.

10.13 Access to Work Areas 24 Hours (Excludes Units 17 and 21)

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from the employee's work areas during the employee's normal work hours.

10.14 Personal Alarms (Excludes Units 15, 17 and 21)

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

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

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

10.15, 10.16 and 10.17 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.18 Referral of Assault/Battery (Excludes Units 4, 11, 15, 17 and 20)

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

10.19 Assaultive Behavior (Excludes Units 3 and 17)

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

10.20 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.21 Workplace Violence and Bullying Prevention Program

The State and the Union developed a model Workplace Violence and Bullying Prevention Program. The parties agree that the model Workplace Violence and Bullying Prevention Program will be updated within ninety (90) days of ratification to include the definition of “abusive conduct”, consistent with Government Code Section 12950.1, and that “abusive conduct” is also known as “bullying”. Each department shall maintain a Workplace Violence and Bullying Prevention Program that meets the existing mutually agreed upon model program until an updated model program is made available to departments. The department program shall be in writing and distributed and/or made available to all employees.

10.22 Computer Work Stations

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union Management Video Display Terminal Committee Report.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the "Easy Ergonomics for Desktop Computer Users" booklet which will be available to all departments for training purposes.
- C. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee's primary workstation by a trained evaluator.
- D. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:
 - 1. Glare screens;
 - 2. Document holders;
 - 3. Adjustable chairs;
 - 4. Ergonomic keyboards;
 - 5. Foot and wrist rests;
 - 6. Telephone headsets;
 - 7. Ergonomic computer table and supports;
 - 8. Wheeled carriers;
 - 9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

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

In the event that the State modifies existing or creates new policies regarding computer work stations, written notice and an opportunity to meet and confer over the impact of such changes will be provided to the Union in accordance with the provisions of Section 24.1 of this Agreement.

10.23 Independent Medical Examinations

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform the employee's normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.
- B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying the employee's personal medical evaluations to dispute the State's findings.

10.24 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.25 Infectious Disease Control (Excludes Units 15, 17, 20 and 21)

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

- B. Training shall be provided for employees in the Departments of Health Care Services (DHCS), Public Health, CalVet, DIR, DDS, DSH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.
- C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.
- D. Infectious Disease Control Training shall include, but not be limited to, bloodborne and airborne diseases.
- E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

10.26 Precautions Against Exposure to Bloodborne Pathogens

- A. The CDCR, DSH, CalVet, and DDS shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Health and Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDCR, DSH, CalVet, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as

determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.

- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of the employee's employment will be advised of the employee's ability to receive appropriate treatment and care as determined by the employee's treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.
- I. CDCR, DSH, CalVet, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.
- J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

10.27 Remodeling/Renovations and Repairs

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, the materials will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract:

"Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours' prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

10.28 Pest Control

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours' notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making the employee's request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract:

"Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

10.29 Smoking Cessation

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

- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

10.30 Health and Safety Grievances

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in the parties' mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to the employee's health and safety.
- D. When an employee in good faith believes that the employee is being required to work where an immediate and recognizable threat to the employee's health and safety exists, the employee will so notify the employee's supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with the employee's assigned duties. If the Union or the employee still believe the immediate and recognizable threat to the employee's health and safety exists, the Union or the employee may file a

grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

- a. If the grievant is not satisfied with the decision rendered by the grievant's supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
- b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the CalHR as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
- b. The Director of the CalHR or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.

- e. Arbitration shall be in accordance with section 6.11(B) of Article 6 unless otherwise provided.

10.31 and 10.32 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.33 Temperature Controls (Excluding Units 3 and 15)

- A. The State and the Union acknowledge the vital importance of maintaining proper temperatures at worksites to minimize physical discomfort and promote a healthy working environment.
- B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.
- C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines, the State shall make every effort to correct this deficiency in a timely manner.
- D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, the employees will be released without loss of compensation.
- E. This section shall only be grievable to the third level of the grievance process.

10.34, 10.35, 10.36, 10.37 and 10.38 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

10.39 Sharps Disposal

- A. Buildings with state employees shall make a sharps container available in restrooms, pursuant to SAM section 1930.12.
- B. This section is subject to the grievance procedure up to Step 3 (CalHR).

ARTICLE 11 – SALARIES

11.1 Salaries

A. General Salary Increases

- 1. Effective July 1, 2023, all SEIU represented employees in eligible classifications shall receive a General Salary Increase (GSI) of 3.0%.
- 2. Effective July 1, 2024, all SEIU represented employees in eligible classifications shall receive a GSI of 3.0%.
- 3. Effective July 1, 2025, all SEIU represented employees in eligible classifications shall receive a GSI of 3.0%.
 - a. At the time of the May Revision to the 2025-2026 Governor's Budget, if the Department of Finance projects sufficient excess funding, then the General Salary Increase in 11.1.A.3 of this MOU shall be 4.0% on July 1, 2025.
 - (1) The determination of sufficient excess funding shall be at the sole discretion of the Director of the Department of Finance based on the following considerations:
 - The Director of the Department of Finance determines the state revenue is sufficient to fully fund all existing statutory and constitutional

obligations, and existing fiscal policy, including all budget adjustments and known cost increases.

- The Director of the Department of Finance determines that sufficient excess funding is available to fully fund the cost of providing the additional 1.0% percent increase for all eligible employees.

(2) In the event the Director of the Department of Finance determines sufficient excess funding is available, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

(3) In the event the Director of the Department of Finance determines that sufficient excess funding is not available, at their sole discretion, the section 11.1.A.3 General Salary Increase of 3.0% shall become effective on July 1, 2025, for all eligible employees.

B. Eligible classifications are within a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions.

11.1.1 Special Salary Adjustments (Unit 1)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1 A 1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R01	1152	CORRECTIONAL CASE RECORDS ANALYST	5.50%
R01	1221	HEARING REPORTER PUBLIC UTILITIES COMMISSION	5.00%
R01	1229	HEARING REPORTER	5.00%
R01	1303	PERSONNEL SPECIALIST	5.00%
R01	1311	PAYROLL SPECIALIST	5.00%

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R01	1315	SENIOR PAYROLL SPECIALIST	5.00%
R01	1317	SENIOR PERSONNEL SPECIALIST	5.00%
R01	1820	LEGAL ASSISTANT	5.00%
R01	2246	HEALTH FACILITIES EVALUATOR SPECIALIST	5.00%
R01	2800	STATE HISTORIAN II	5.30%
R01	2801	STATE HISTORIAN I	6.10%
R01	4101	FINANCIAL INSTITUTIONS EXAMINER	5.00%
R01	4102	SENIOR FINANCIAL INSTITUTIONS EXAMINER	5.00%
R01	4267	TAX AUDITOR, BOARD OF EQUALIZATION	5.00%
R01	4336	TAX AUDITOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	5.00%
R01	4341	STAFF TAX AUDITOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	5.00%
R01	4362	TAX AUDITOR, FRANCHISE TAX BOARD	5.00%
R01	4367	PUBLIC LAND MANAGEMENT SPECIALIST I	10.29%
R01	4368	PUBLIC LAND MANAGEMENT SPECIALIST II	15.80%
R01	4369	PUBLIC LAND MANAGEMENT SPECIALIST III	15.75%
R01	4370	PUBLIC LAND MANAGEMENT SPECIALIST IV	3.25%
R01	4380	BUSINESS TAXES SPECIALIST I, BOARD OF EQUALIZATION	5.00%
R01	4435	SENIOR INSURANCE RATE ANALYST	2.50%
R01	4438	ASSOCIATE INSURANCE RATE ANALYST	2.50%
R01	4441	INSURANCE RATE ANALYST	2.50%
R01	4499	PUBLIC UTILITY FINANCIAL EXAMINER IV	5.00%
R01	4617	ENVIRONMENTAL PLANNER (ARCHEOLOGY)	5.00%
R01	4618	ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	5.00%
R01	4634	ASSOCIATE ENVIRONMENTAL PLANNER (ARCHEOLOGY)	5.00%
R01	4635	ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	5.00%
R01	4640	ENVIRONMENTAL PLANNER	5.00%
R01	4642	ASSOCIATE ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	5.00%
R01	4680	ASSOCIATE ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	5.00%
R01	4682	ASSOCIATE ENVIRONMENTAL PLANNER (SOCIOECONOMIC)	5.00%

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R01	4711	ASSOCIATE ENVIRONMENTAL PLANNER	5.00%
R01	4721	ASSOCIATE TRANSPORTATION PLANNER	5.00%
R01	4726	COASTAL PROGRAM ANALYST I	5.00%
R01	4735	COASTAL PROGRAM ANALYST II	5.00%
R01	4768	TRANSPORTATION PLANNER	5.00%
R01	4808	CONSERVANCY PROJECT DEVELOPMENT ANALYST I	15.78%
R01	4809	CONSERVANCY PROJECT DEVELOPMENT ANALYST II	15.76%
R01	4814	CONSERVANCY PROJECT DEVELOPMENT SPECIALIST	5.00%
R01	4959	RIGHT OF WAY AGENT	5.00%
R01	4965	ASSOCIATE RIGHT OF WAY AGENT	5.00%
R01	5237	LEGAL ANALYST	5.00%
R01	5672	AVIATION SAFETY OFFICER II	2.50%
R01	5758	RESEARCH DATA SPECIALIST II	5.00%
R01	5770	RESEARCH DATA SPECIALIST III	5.00%
R01	5729	RESEARCH DATA ANALYST I	5.00%
R01	5731	RESEARCH DATA ANALYST II	5.00%
R01	5742	RESEARCH DATA SPECIALIST I	5.00%
R01	8001	HEALTH FACILITIES EVALUATOR I	5.00%
R01	8007	HEALTH FACILITIES EVALUATOR TRAINEE	5.00%
R01	8052	HEALTH FACILITIES EVALUATOR II	5.00%
R01	8562	ASSOCIATE INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	5.00%
R01	8607	SENIOR INSURANCE COMPLIANCE OFFICER (SPECIALIST), DEPARTMENT OF INSURANCE	5.00%
R01	9194	EMPLOYMENT PROGRAM REPRESENTATIVE	5.00%
R01	9233	DISABILITY INSURANCE PROGRAM REPRESENTATIVE	5.00%
R01	9338	WORKERS' COMPENSATION COMPLIANCE OFFICER	2.50%
R01	9339	SENIOR WORKERS' COMPENSATION COMPLIANCE OFFICER	2.50%
R01	8727	DRIVER SAFETY HEARING OFFICER	4.00%

11.2 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.3 Salary Definitions (Excludes Unit 17)

Units 1, 3, 4, 11, 14, 15, 20 and 21 hereby agree to support putting the following changes to Article 5 of the CalHR regulations into effect provided all bargaining units agree to the same. As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the

maximum salary rate less than two (2) steps higher or lower than the maximum salary rate of another salary range.

- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate at least two times lower than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

11.4 Timely Payment of Wages

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
 - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will be issued on the next business day following payday for an amount close to the actual net pay (gross salary less deductions).
 - 2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances.
 - 3. The difference between the employee's net pay and the salary

advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and SCO policies.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.
- H. CalHR will work with responsible agencies to explore options for early distribution of paychecks. CalHR will meet with the Union within 120 days after ratification and provide possible options.

11.5 Wage Equity Adjustment

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications, shall receive a special salary adjustment of four percent (4%).

CBID	Class Code	Class Title
R01	0033	AGRICULTURAL TECHNICIAN II (SEASONAL)
R01	0032	AGRICULTURAL TECHNICIAN III (SEASONAL)
R01	0034	AGRICULTURAL TECHNICIAN I (SEASONAL)
R01	1353	COMPUTER OPERATOR
R01	1360	INFORMATION SYSTEMS TECHNICIAN
R01	1782	PAYROLL AUDITOR, DIVISION OF LABOR STANDARDS ENFORCEMENT
R01	2791	GUIDE TRAINEE HISTORICAL MONUMENT
R01	3520	AGRICULTURAL TECHNICIAN II (PERMANENT INTERMITTENT)
R01	3521	AGRICULTURAL TECHNICIAN III (PERMANENT INTERMITTENT)
R01	4707	BUSINESS SERVICE ASSISTANT (SPECIALIST)
R01	4840	EXHIBIT REPRESENTATIVE I
R01	5160	PERSONNEL TECHNICIAN I
R01	5256	MANAGEMENT SERVICES ASSISTANT
R01	5278	MANAGEMENT SERVICES TECHNICIAN
R01	5565	CRIME STUDIES TECHNICIAN I
R01	7505	TAX TECHNICIAN, FRANCHISE TAX BOARD
R01	8028	MEDI-CAL TECHNICIAN I
R01	8032	MEDI-CAL TECHNICIAN II
R01	8623	CHILD SUPPORT TECHNICIAN, DEPARTMENT OF CHILD SUPPORT SERVICES
R01	9231	EMPLOYMENT PROGRAM TECHNICIAN
R01	9336	WORKERS' COMPENSATION INSURANCE TECHNICIAN
R04	1107	OFFICE OCCUPATIONS CLERK
R04	1109	CONSUMER ASSISTANCE TECHNICIAN
R04	1120	SEASONAL CLERK

CBID	Class Code	Class Title
R04	1123	ASSISTANT CLERK
R04	1138	OFFICE TECHNICIAN (GENERAL)
R04	1139	OFFICE TECHNICIAN (TYPING)
R04	1155	CASE RECORDS TECHNICIAN
R04	1177	MEDICAL TRANSCRIBER
R04	1181	WORD PROCESSING TECHNICIAN
R04	1262	STENOGRAPHER
R04	1323	LEGISLATIVE CLERK
R04	1379	OFFICE ASSISTANT (TYPING)
R04	1419	KEY DATA OPERATOR
R04	1432	SUPPORT SERVICES ASSISTANT (GENERAL)
R04	1441	OFFICE ASSISTANT (GENERAL)
R04	1461	SERVICE ASSISTANT (SOCIAL SERVICES)
R04	1474	TAX PROGRAM ASSISTANT
R04	1480	MICROFILM TECHNICIAN I
R04	1509	STOCK CLERK
R04	1635	TELEPHONE OPERATOR
R04	1697	INTERAGENCY MESSENGER
R04	1707	TOLL COLLECTOR
R04	1730	SENIOR ACCOUNT CLERK
R04	1733	ACCOUNT CLERK II
R04	1741	ACCOUNTING TECHNICIAN
R04	1779	MAILING MACHINES OPERATOR I
R04	1806	STATISTICAL CLERK
R04	1844	SERVICE ASSISTANT (DMV OPERATIONS)
R04	1869	HEALTH RECORD TECHNICIAN I
R04	1877	EXAMINATION PROCTOR, DEPARTMENT OF INSURANCE

CBID	Class Code	Class Title
R04	1897	MOTOR VEHICLE REPRESENTATIVE
R04	1898	MOTOR VEHICLE ASSISTANT
R04	1973	TAX TECHNICIAN I, BOARD OF EQUALIZATION
R04	1974	TAX TECHNICIAN II, BOARD OF EQUALIZATION
R04	3224	SENIOR LEGAL TYPIST
R04	6291	PERSONNEL SELECTION TECHNICIAN
R04	6410	BENEFIT PROGRAM SPECIALIST (CALPERS)
R04	9078	LOTTERY TICKET SALES SPECIALIST
R04	9777	PENSION PROGRAM REPRESENTATIVE
R04	9927	PROGRAM TECHNICIAN
R04	9928	PROGRAM TECHNICIAN II
R11	0514	AQUATIC PEST CONTROL TECHNICIAN, DEPARTMENT OF BOATING AND WATERWAYS
R11	0515	AQUATIC PEST CONTROL SPECIALIST, DEPARTMENT OF BOATING AND WATERWAYS
R11	0790	FISH AND WILDLIFE SEASONAL AID
R11	0835	FISH AND WILDLIFE SCIENTIFIC AID
R11	1023	ARCHEOLOGICAL AID -SEASONAL
R11	1477	DOCUMENT PRESERVATION TECHNICIAN
R11	1767	DRAFTING SERVICES AID
R11	1931	SCIENTIFIC AID
R11	2870	MUSEUM TECHNICIAN
R11	3005	BOUNDARY DETERMINATION TECHNICIAN
R11	3008	JUNIOR ENGINEERING TECHNICIAN
R11	3524	ENVIRONMENTAL TECHNICIAN
R11	3797	OIL AND GAS TECHNICIAN II
R11	3799	OIL AND GAS TECHNICIAN I
R11	3839	SANITARY ENGINEERING TECHNICIAN TRAINEE

CBID	Class Code	Class Title
R11	3872	AIR RESOURCES TECHNICIAN I
R11	3906	SAFETY ENGINEERING TECHNICIAN
R11	4871	STUDENT ASSISTANT -ENGINEERING AND ARCHITECTURAL SCIENCES
R11	6957	AUTOMOTIVE EMISSION TEST SPECIALIST I
R11	7871	ANIMAL TECHNICIAN III
R11	7873	ANIMAL TECHNICIAN II
R11	7875	PATHOLOGY ASSISTANT
R11	7878	SENIOR LABORATORY ASSISTANT
R11	7884	LABORATORY ASSISTANT
R11	7891	AGRICULTURAL BIOLOGICAL TECHNICIAN
R11	8015	MEDICAL SUPPLY TECHNICIAN
R11	8084	TEXTILE TECHNICIAN I
R11	9265	LABORATORY ASSISTANT, CORRECTIONAL FACILITY
R11	9266	SENIOR LABORATORY ASSISTANT, CORRECTIONAL FACILITY
R11	9993	MECHANICAL AND TECHNICAL OCCUPATIONAL TRAINEE
R14	1411	DIGITAL PRINT OPERATOR I
R14	1412	DIGITAL PRINT OPERATOR II
R14	1485	PRINTING TRADES SPECIALIST TRAINEE (GENERAL)
R14	7323	SHEETFED OFFSET PRESS OPERATOR I
R14	7438	PRINTING TRADES ASSISTANT I
R15	1984	LEAD SECURITY GUARD
R15	1985	SECURITY GUARD
R15	2011	CUSTODIAN I
R15	2042	MUSEUM CUSTODIAN
R15	2076	SEAMER

CBID	Class Code	Class Title
R15	2079	ASSISTANT SEAMER
R15	2086	BARBER -CORRECTIONAL FACILITY
R15	2116	LAUNDRY WORKER
R15	2119	LAUNDERER
R15	2185	COOK SPECIALIST I
R15	2189	COOK, CALIFORNIA CONSERVATION CORPS
R15	2193	FOOD SERVICE TECHNICIAN II
R15	2194	FOOD SERVICE TECHNICIAN I
R15	2197	SERVICE ASSISTANT (FOOD)
R15	2198	FOOD SERVICE WORKER I (SAFETY)
R15	2199	FOOD SERVICE WORKER II/SF
R15	2203	FORESTRY COOK I
R15	2888	MOTION PICTURE OPERATOR
R15	8141	HOSPITAL WORKER
R15	8256	SERVICE ASSISTANT (HOSPITAL)
R15	9992	MAINTENANCE AND SERVICE OCCUPATIONAL TRAINEE
R20	2169	DIETETIC TECHNICIAN
R20	2175	DIETETIC TECHNICIAN (SAFETY)
R20	2868	CHAPEL MUSICIAN
R20	6400	TEACHING ASSISTANT (CORRECTIONAL FACILITY)
R20	7374	MEDICAL ASSISTANT
R20	7656	DENTAL ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	7658	PHARMACY TECHNICIAN, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	7911	DENTAL ASSISTANT
R20	7914	DENTAL ASSISTANT (SAFETY)

CBID	Class Code	Class Title
R20	7979	PHARMACY TECHNICIAN
R20	8244	TEACHING ASSISTANT, SCHOOL FOR THE BLIND
R20	8246	TEACHING ASSISTANT, SCHOOL FOR THE DEAF
R20	8263	TEACHING ASSISTANT (SAFETY)
R20	8265	ASSISTIVE TECHNOLOGY TRAINEE
R20	8291	SCHOOL BUS DRIVER
R20	8292	OCCUPATIONAL THERAPY ASSISTANT
R20	8298	TEACHING ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	8319	ACTIVITY COORDINATOR, VETERANS HOME AND MEDICAL CENTER
R20	9296	DENTAL ASSISTANT, CORRECTIONAL FACILITY
R20	9664	COUNSELOR, SCHOOL FOR THE DEAF
R20	9713	COUNSELOR, SCHOOL FOR THE BLIND
U04	1141A	OFFICE SERVICES SUPERVISOR I (GENERAL)
U04	1148A	OFFICE SERVICES SUPERVISOR I (TYPING)
U04	1257A	SENIOR STENOGRAPHER
U15	2258A	FOOD SERVICE SUPERVISOR I

Effective July 1, 2023, the following classifications will be increased by the amounts listed.

CBID	Class Code	Class Title	%
R15	2083	BARBERSHOP MANAGER	2.35%
R15	2091	BEAUTY SHOP MANAGER	2.35%

11.6 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.7 Merit Salary Adjustments (MSA)

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable CalHR rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.
- D. Employees shall receive upon movement to an alternate range the salary and Merit Salary Adjustment (MSA) provided in the Alternate Range Criteria (ARC) for the class. If there are no specific salary regulations provided in the ARC, the employee shall receive the salary and MSA as provided in CalHR Rule 599.681.
- E. Employees, at the employee's discretion, who are eligible for a range change may defer the employee's range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of the employee's MSA. Said request by the employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

11.8 Night Shift Differential (Excludes Units 14, 15, 17 and 21)

- A. Bargaining Unit employees who regularly work shifts shall receive a night shift differential as set forth below:
 - 1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.

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

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

11.9 Bilingual Differential Pay

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether the employee is using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by CalHR. (Time should be an average of the time spent on bilingual activities during a given fiscal year).
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;

- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. Effective the first pay period following ratification, an employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of two hundred dollars (\$200) per pay period including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
4. Effective the first pay period following ratification, an employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of one dollar and fifteen cents (\$1.15) per hour.

C. Employees, regardless of the time base or tenure, who use the employee's

bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by CalHR will receive the bilingual differential pay on a regular basis.

- D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, CalSTRS, OASDI (Social Security), levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by CalHR may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date CalHR approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating the employee's State service appointment while on bilingual status.
- H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have the employee's transfer rights determined from the maximum step of the salary range for the employee's class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate Temporary Disability, Industrial Disability, and State Disability leave benefits.

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

11.10 ASL Proficiency Incentive for State Special Schools

- A. Effective the first day of the pay period, six months after full ratification, and in order to further encourage the immersion of School for the Deaf employees into the Deaf culture and community, the State agrees to pay any full-time employee at the School for the Deaf (Fremont) or School for the Deaf (Riverside) a one-time bonus based on the following:

Employees evaluated by the American Sign Language Proficiency Interview (ASLPI) Proficiency Levels - ASLPI Preparation, from Gallaudet University, shall receive the following:

1. Level 1 shall receive a one-time bonus of \$400,
 2. Level 2 shall receive a one-time bonus of \$500,
 3. Level 3 shall receive a one-time bonus of \$600.
- B. To receive a one-time bonus payment, the employee must submit documentation of the evaluated proficiency level. An employee may only receive a bonus payment once at each level listed above for a maximum of \$1,500.
 - C. An employee who successfully completes a proficiency interview and qualifies for a one-time level bonus payment above, shall be reimbursed for the actual cost of the interview when receipts are submitted.
 - D. Employees receiving the Bilingual Pay Differential established in section 11.9 shall not be eligible for this one-time bonus.
 - E. Less than full time employees shall receive the one-time bonus on a pro rata basis.

11.11 Union/Management Committee on State Payroll System

The parties agree to continue the Union/Management Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, CalHR shall designate a chairperson of the committee. The Union may have one (1) representative from each bargaining unit who shall serve without loss of compensation.

11.12 Deferred Compensation Plans and Tax-Advantaged Retirement Savings

Employees are eligible to participate in the State of California, Department of Human Resources, 401(k) and 457 plans offered through the Savings Plus Program (SPP).

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

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out the employee's vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from the employee's cash payment into the employee's existing 457 and/or 401(k) plan offered through the Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401(k) plan account, the employee must enroll in the SPP and become a participant in one (1) or both plans no less than sixty (60) days prior to the employee's date of separation.

- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the timing and amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., “overdefers” exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP’s governing plan document (which may at the State’s discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

11.14 State Special Schools Pay Differential (Units 1 and 20)

Effective the first day of the pay period following full ratification by both parties, California Department of Education employees at the State Special Schools for the Deaf (SSSD) campuses in Fremont and Riverside employees in the Support Services Assistance I (Interpreter) (9820) and Translator (5624) classifications shall receive a monthly differential of ten percent (10%) of their regular salary.

11.15 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.16 Geographic Pay Differential

Effective the first day of the pay period following ratification, but no sooner than July 1, 2020, SEIU Local 1000 represented employees, whose worksite is located in Orange, Santa Barbara, Santa Cruz, or San Luis Obispo counties, shall receive a differential of \$250 per month. This differential shall not be considered as compensation for purposes of retirement contributions. Employees on IDL shall continue this differential.

In the event a worksite is relocated from the counties listed above this differential shall cease at the end of the month the relocation occurs.

11.17 Recruitment and Retention Differentials (Excludes Unit 17)

- A. Upon approval by CalHR, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to CalHR.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

11.18 Case Records Technician and Correctional Case Records Analyst: Recruitment and Retention Differential (Units 1 and 4)

Effective the first day of the pay period following ratification, but no sooner than January 1, 2020, Case Records Technicians and Correctional Case Records Analysts who are performing duties outlined in the class specifications and were employed for the previous twelve (12) consecutive qualifying pay periods, shall be eligible for this recruitment and retention differential of two thousand four hundred dollars (\$2,400). This recruitment and retention payment is payable within thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive pay periods, there will be no pro rata payment for those months.

- B. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention pay differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive pay periods.
- C. If an employee is on an unpaid leave of absence or has a disqualifying pay period, only the time that qualifies before and after will count toward the qualifying time needed to satisfy the 12 consecutive pay period criteria.
- D. This payment shall not be considered as "compensation" for purposes of retirement.
- E. If either or both of these classifications are consolidated with other classifications, this pay differential will sunset upon the effective date of that classification consolidation.

11.19 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, and Pelican Bay State Prisons (Excludes Units 17 and 21)

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand six hundred dollars (\$2,600), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert,

California Correctional Center, or Pelican Bay State Prisons, there will be no pro rata payment for those months at either facility.

- C. If the department mandatorily transfers an employee, the employee shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand six hundred dollars (\$2,600).
- I. It is understood by the Union that the decision to implement or not

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

11.21.1 Recruitment and Retention Pay Differential – Personnel Specialist Series, Pay Differential #211

Alameda County will be added to the existing pay differential #211.

The addition of Alameda County is effective August 26, 2019, for the Department of Industrial Relations and the first of the month following ratification for any other affected departments.

11.22.1 Institutional Worker Supervision Pay Differential (Unit 1)

- A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of CalHR, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).
- B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.
- C. The pay differential shall be prorated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.

- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from the employee's combined salary rate (base salary plus IWSP) to compute the appointment rate.
- F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

11.23.1 Out-of-State Pay Differential (Unit 1)

- A. Employees who are headquartered out-of-state or who are on permanent assignment to travel at least fifty percent (50%) of the time out-of-state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.
- B. Less than full-time employees shall receive the out-of-state pay differential on a pro rata basis based upon the employee's reduced time base.

11.24.1 Bay Area Recruitment and Retention Pay Differential (Unit 1)

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

Eligible Counties:

Alameda

Contra Costa

San Francisco

San Mateo

Santa Clara

Eligible Classifications:

1401 Information Technology Associate

1402 Information Technology Specialist I

1414 Information Technology Specialist II

The differential provided for by this section shall not be subject to CalPERS deductions, and it will not be included when calculating any overtime compensation otherwise provided for by this Contract.

**11.25.1 Personnel and Payroll Specialist: Recruitment & Retention
Differential (Unit 1)**

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods_in accordance with corresponding the qualifying pay periods and eligibility below:

12 or more Qualifying Pay Periods – \$2,400

24 or more Qualifying Pay Periods – \$3,000

36 or more Qualifying Pay Periods - \$3,600

48 or more Qualifying Pay Periods - \$4,800

ELIGIBILITY

- A. If an employee terminates, transfers or is dismissed, prior to completing the twelve (12) consecutive pay periods, there will be no prorated payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series the employee will be eligible for a pro rata share for those months.
- C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. For the purpose of this section, movement to Staff Services Analyst, will be considered a promotion.
- F. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a pro rata share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- G. No employee shall be eligible for this bonus if they have not completed at least 12 qualifying pay periods.

11.26.1 Arduous Duty Differential for FLSA Exempt Employees (Unit 1)

The State shall establish an “arduous pay” program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and

responsibilities which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

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

A. Nonnegotiable Deadline or Extreme Urgency

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

B. Work Exceeds Normal Work Hours and Normal Productivity

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

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

C. Work is Unavoidable

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

to provide relief.

D. Work Involves Extremely Heavy Workload

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

E. No Other Compensation

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

CalHR decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract.

The differentials shall be \$300 per workweek, up to \$1200 total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends. An employee may be paid: \$300, \$600, \$900 or \$1200 per pay period.

11.27.1 California State Lottery (CSL) Sales Incentive Bonus (Unit 1)

The purpose of the Sales Incentive Bonus Program is to incentivize and reward individual effort for the purpose of responsibly increasing sales and profits to provide additional supplemental funding for public education, consistent with the CSL's mission. The CSL reserves the right to manage the variety and quantity of products offered for sale to stay within its budgetary and legal mandates.

Employees appointed to the CSL classifications of District Sales Representative (DSR), DSR Permanent Intermittent (PI), DSR "Floater", and Key Accounts Specialist (KAS) are

eligible to receive a sales bonus based on achievement of sales in the following two (2) product categories: Scratchers and Target Games which shall be designated by the Director or designee. A DSR PI and a DSR “Floater” are both permanent and not assigned a territory. The difference is a DSR PI has an intermittent time base and a DSR “Floater” has a full-time time base.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the two (2) product categories identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the two (2) product categories. The sales bonus for eligible employees is based on sales achievement in each of the two (2) product categories. Scratchers sales are defined as only those ticket packs that have been financially settled by retailers, less returned tickets from those packs.
- B. A quarter is defined as a traditional three (3) month state fiscal-quarter as used for all financial and sales reports. An example of a fiscal quarter for FY 2023/24 is as follows:

Quarter	Beginning	Ending
1	July 1, 2023	September 30, 2023
2	October 1, 2023	December 31, 2023
3	January 1, 2024	March 31, 2024
4	April 1, 2024	June 30, 2024

- C. The CSL Sales & Marketing Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.

The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during the same fiscal quarter of the previous fiscal year.

For example, the individual goal for quarter 1 of FY 2023/24 sales will be on the market share from Quarter 1 of FY 2022/23 sales.

- D. Each product category is allocated a percentage of the total award dollar with each level as follows: Scratchers seventy percent (70%); and Target Games thirty percent (30%);. Upon completion of each quarter and a qualifying period, if a territory or assigned account list achieves at least a Level 1 sales goal in any product category, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the two product categories.

If Target Games are not designated in a given fiscal quarter, the Director or designee shall redirect the Target Games percentage to the Scratchers product categories.

- E. Bonus levels and corresponding dollar awards attributable to each level are listed below:

Bonus Level	Level 1	Level 2	Level 3	Level 4
% of Sales Goal Achieved	102%	105%	108%	112%
District Sales Representative (DSR)				
Maximum Bonus Award	\$1,232	\$1,792	\$2,352	\$3,584
70% Scratchers Product	\$862	\$1,254	\$1,646	\$2,509
30% Target Games	\$370	\$538	\$706	\$1,075

Key Account Specialist (KAS)

Maximum Bonus Award	\$1,792	\$2,352	\$3,192	\$4,492
70% Scratchers Product	\$1,254	\$1,646	\$2,234	\$3,097
30% Target Games	\$538	\$706	\$958	\$1,327

- F. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.
- G. Each eligible employee described in subsections G (4) through G (10) shall be required to work a qualifying period to be eligible for a bonus.
1. A qualifying period is defined as actually working in a territory or actually working an assigned account list, which includes CSL approved training and required meetings, a minimum of sixty-five percent (65%) of actual available work hours in a fiscal quarter, excluding holidays and weekends.
 2. Formula: for a qualifying period: The number of work days in a fiscal quarter times eight (8) hours times sixty-five percent (65%).
 3. Example: Quarter 1 of Fiscal Year 2023/24 has 63 working days multiplied by 8 hours and the product of that is multiplied by 0.65. This means a qualifying period of quarter 1 of FY 2023/24 is 327.6 hours.
 4. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the fiscal quarter is eligible for the bonus level achieved by that territory/account list during that quarter as identified in the applicable table above.
 5. A DSR PI or "Floater" who works a qualifying period and who works in a single territory during the fiscal quarter is eligible for the appropriate level bonus achieved by that territory during that quarter.

6. A DSR PI or "Floater" who works a qualifying period and who works in more than one territory in a single district during the fiscal quarter is eligible for the appropriate level bonus achieved by that district office during that quarter.
 7. A DSR PI or "Floater" who works a qualifying period and who works in more than one territory and in more than one district in either the North or South Regions during the fiscal quarter is eligible for the appropriate level bonus achieved by that region during that quarter.
 8. A DSR PI or "Floater" who works a qualifying period and who works in more than one territory in both the North and South Regions during the fiscal quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
 9. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product category during the fiscal quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in subsection G(1) is prorated to the time base.
 10. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.
- H. Bonus payments shall be made within sixty (60) days after the fiscal quarter ends.
- I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.
- J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.

- K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).
- L. When CSL makes a change to the sales incentive bonus they will notify the Union pursuant to Article 24.1.
- M. Due to required system changes, the transition to fiscal quarters, will not occur immediately upon ratification. Once system changes have been made and the CSL is ready to transition to the fiscal quarter, the CSL will issue one-time bonus, for the remaining time in the current (non-fiscal) bonus quarter and the beginning of the new fiscal year quarter. All of the above bonus eligibility criteria apply, except quarter dates, determining market share steps, and amount of bonus. The quarter will be defined as beginning on the date the CSL has implemented the necessary system changes and ending on the last day prior to the beginning of the next fiscal quarter. Market share will be calculated from actual settlement sales from the same timeframe one year prior. The bonus amounts will be prorated based on the number of days in the identified timeframe. This will not result in employees receiving more than one bonus for any period of time, and instead is intended to mitigate the impact of transition from the current non-fiscal quarters to the fiscal quarters. This one-time transitional bonus quarter will be prorated based upon the length of the quarter. The bonus payout amounts for the 2020-2023 MOU will remain in effect and shall increase as specified in this section upon the first full bonus quarter following ratification by both parties.

11.28.1 California State Lottery (CSL) Business Building Incentive (BBI) Program (Unit 1)

This provision is effective following ratification by both parties.

- A. The objective of the BBI program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.

- B. The Lottery Director or designee shall identify a “product game” that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the employee shall receive an incentive award of two hundred fifty dollars (\$250).
- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer’s qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
 - 1. A new retailer shall be one that has never sold Lottery products or has contracted to sell “Scratcher-Only” products.
 - 2. A qualifying retailer shall be located within the employee’s regularly assigned territory or on the employee’s regularly assigned account list at the date of activation.
 - 3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales

Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.

4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).
 5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.
- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.
- I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice

and an opportunity, upon request, to meet and discuss the impact of this action.

- J. The employee shall submit a discrepancy correction for a bona fide retailer within ninety (90) days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement shall be excluded from compensation for retirement purposes.
- M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CSL).

11.29.1 Investment Officer III and II, Incentive Award Program (Unit 1)

California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS) agree to enhance the Investment Officer, Incentive Award Program, which includes the addition of the Investment Officer II classifications, in addition to the Investment Officer III classifications, as eligible to receive the incentive award. The Incentive Award Program shall be administered in accordance with departmental policy and criteria, for Investment Officer III's and II's employed at the California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS).

11.30.1 Professional Certification Pay (Unit 1)

- A. Subject to the criteria listed in section B, a department may provide a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination a bonus.

B. Bonus Criteria

1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.
 2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.
 3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.
- C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to the continuation of the bonus. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).
- D. Effective the first day of the pay period following ratification by both parties the California Department of Insurance (CDI) may provide a bonus to an individual holding an Accredited Financial Examiner (AFE) or Certified Fraud Examiner (CFE) certification issued by the Society of

Financial Examiners who may be required by their job duties to conduct financial examinations of foreign insurers or act as the examiner in charge of multi-state insurer in accordance with the bonus criteria eligibility above. B(2) of this section shall not apply to the eligibility of the bonus for the CDI AFE/CFE payments.

- E. A Professional Competency Bonus shall not be considered “compensation” for the purpose of retirement.

11.31.1 Chartered Financial Analyst Pay Differential (Unit 1)

- A. Upon recommendation of California Public Employees’ Retirement System (CalPERS) or California State Teachers’ Retirement System (CalSTRS) management and with the approval of CalHR, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who achieve certification as a Chartered Financial Analyst.
- B. The pay differential shall be equivalent to five percent (5%) of the employee’s monthly salary rate and will be provided for the period the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the CalPERS or CalSTRS.
- C. Pursuant to Article 13, Education and Training, upon recommendation of CalPERS or CalSTRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.

11.32.1 Research Data Specialist III Pay Differential (Unit 1)

The Research Data Specialist III (5770) shall continue to be eligible to receive CalHR Pay Differential 412.

Effective the pay period following ratification, Health Program Specialist II (8336) at the Department of Health Care Services shall be eligible to receive CalHR Pay Differential 412.

11.33.1 Hearing Reporters – California Public Utilities Commission (PUC) (Unit 1)

Effective January 1, 2020, Hearing Reporters, in addition to the employee's base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. Hearing Reporters, in addition to the employee's base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to the employee's base salary, will receive one dollar (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, the employee's collective page total shall not exceed the total pages for that hearing.

A "daily transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred.

An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven (7) calendar days of the hearing.

A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT)

system.

To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge and the transcripts must be ordered by a party agreeing to pay for these premium services. The above differential (page rates) shall be counted towards retirement.

11.34, 11.35, 11.36, 11.37, 11.38, 11.39, 11.40, 11.41, 11.42, 11.43, 11.44, 11.45, 11.46, 11.47, 11.48, 11.49, 11.50, 11.51, 11.52 and 11.53

INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.54.1 Division of Workers' Compensation and Workers' Compensation Appeal Board Education Pay Differential (DIR) (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, Department of Industrial Relations employees in the Division of Workers' Compensation and Workers' Compensation Appeal Board employed as a Management Services Technician (5278) who obtain a certificate of completion from a California-recognized court reporting school, or certification from such school evidencing equivalent proficiency shall receive a five percent (5%) Educational Pay Differential.

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

This differential shall not be subject to the grievance and arbitration procedures.

11.55, 11.56, 11.57, 11.58, 11.59, 11.60, 11.61, 11.62, 11.63, 11.64, 11.65, 11.66, 11.67, 11.68, 11.69 and 11.70 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.71.1 California Department of Education Local Assistant Budget Development Pay Differential (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, eligible employees shall receive the differential below.

The purpose of this Recruitment and Retention Differential for the California Department of Education (CDE) is to attract and retain qualified staff in the critical and legislatively mandated functions of developing the local assistance portion of the State budget for all early education and nutrition programs.

The pay differential shall apply only to those employees in the classification below within CDE who are directly involved in the preparation of their respective local assistance cost and caseload estimates and estimate methodologies submitted as part of the Governor's Budget May revision, final budget, and all subsequent budget actions.

Eligible Classifications

- A. Staff Services Analyst (5157)
- B. Associate Governmental Program Analyst (5393)

Rate Criteria:

- A. Employees who are currently employed in eligible classifications performing the duties above shall receive 5% per pay period (Non-PERSable).
Employees hired after July 1, 2023, shall be eligible the first day of the first full calendar month.
- B. Employees who are employed in eligible classifications, performing the duties above for 12 months shall receive 10% per pay period (5% PERSable and 5% Non-PERSable) after the completion of 12 qualifying pay periods.

- C. Employees who are employed in eligible classifications performing the duties above for 24 months shall receive 10% per pay period (PERSable) after the completion of 24 qualifying pay periods.

Compensation Terms:

- A. An employee in a classification receiving a differential under these criteria, who is then promoted to a higher classification (defined by California Code of Regulations 599.666), within the same location shall move by California Code of Regulations 599.676 from their base salary to compute the appointment rate. Only the maximum base salary rates for the classifications are to be used when determining salary relationships between classifications.
- B. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a prorated share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- C. If an employee terminates, transfers out of an eligible classification, or is terminated, the pay differential shall be discontinued.
- D. If an employee transfers or promotes from one identified classification to another identified classification, the employee's pay differential anniversary date shall not change.
- E. Leave due to FMLA, SDI, NDI, IDL, EIDL, or Military leave shall continue to receive this differential.

The decision to provide this differential shall not be subject to the grievance and arbitration procedures.

11.72.1 California Department of Social Services (CDSS) Disability Determination Services Division (DDSD): Recruitment & Retention Differential (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, employees at the CDSS' DDSD in the classes below who are performing duties outlined in the employee's duty statement and employed for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention differential as identified, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

For purposes of implementation of this section, those employees who have more than 12 consecutive pay periods as a Disability Evaluation Analyst I, II, or III, or Staff Services Analyst or Associate Governmental Program Analyst within DDSD shall be entitled to the bonus amount below. Thereafter, the employee's eligibility shall be every 12 consecutive months following the initial payment of the bonus.

CLASSIFICATION	AMOUNT
A. Disability Evaluation Analyst I	\$2,000
B. Disability Evaluation Analyst II	\$2,000
C. Disability Evaluation Analyst III	\$3,000
D. Staff Services Analyst	\$2,000
E. Associate Governmental Program Analyst	\$3,000

ELIGIBILITY

- A. If an employee resigns, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive qualifying pay periods, there will be no pro rata payment for those months.
- B. If an employee promotes from one eligible classification to another eligible classification, the employee will be eligible for a pro rata share in accordance to the number of months in each eligible classification.
- C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a pro rata share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- F. No employee shall be eligible for this bonus if they have not completed at least 12 consecutive qualifying pay periods.
- G. This section shall not be grievable or arbitrable.

11.73 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

11.74.1 Incident Command Assignment Pay – CAL FIRE (Unit 1)

Effective the first day of the pay period following ratification by both parties, Bargaining Unit 1 Fair Labor Standards Act Exempt (WWG E) employees employed by the Department of Forestry and Fire (CAL FIRE) shall be eligible for Pay Differential 63 - INCIDENT COMMAND ASSIGNMENT (ICA) DIFFERENTIAL PAY.

Employees receiving this pay shall not be eligible for arduous pay, or any other similar pay differential that provides extra compensation by way of leave or cash.

The decision to provide this differential shall not be subject to the grievance and arbitration procedures.

11.75 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expenses

The parties agree during the term of this contract that the State shall implement the Business and Travel Expense provisions set forth in the attached Appendix S - 12.1 Business and Travel Expenses. This implementation will allow for the planned conversion of the business and travel expense reimbursement program to one that includes adopting the federal standard meal and incidental expense rate and lodging rates established by the General Services Administration (GSA). The business and travel reimbursement program as set forth in Appendix S 12.1 Business and Travel Expenses shall become operative as follows:

Appendix S - Effective upon the implementation date provided by the State to SEIU, as determined by the State, Appendix S - 12.1 Business and Travel Expenses shall be operative and replaces the language contained below.

During the term of this agreement, the parties agree that the State may

apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 1, 3, 4, 11, 14, 15, 17, 20 and 21 employees.

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in section (A)(1) of this Article. 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 the employee's actual expenses and make them available for audit upon request by the employee's department, state control agencies and/or the Internal Revenue Service (IRS). Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

- A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. CalHR must comply with current IRS definition of "incidentals". 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.

1. Rates – Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast up to \$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)

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

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

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

Trip begins at or before 5 p.m. dinner may be claimed
 - b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

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

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

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

If the fractional day includes an overnight stay, receipted

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

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

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

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

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

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

- 1. Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business: With a lodging receipt: Actual lodging up to \$90 plus applicable taxes and mandatory fees.
- 2. When employees are required to conduct State business and obtain lodging in the counties identified below, reimbursement will be for actual receipted lodging up to the below identified maximums, plus applicable taxes and mandatory fees.

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

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 fifty (50) miles of the employee's home or headquarters.

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

of establishments catering to the long-term visitor. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than thirty (30) days, but less than one year, Long Term Assignments (LTA) lasting longer than one year may require the long-term reimbursements to be reported as a fringe benefit.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
 - The employee continues to maintain a permanent residence at the primary headquarters, and
 - The permanent residence is occupied by the employee's dependents, or
 - The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

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

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

meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.
3. Employees, with supervisor's approval, who after completing the work shift remain at the job or LTA location past the Friday twelve (12) hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change CalHR policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies CalHR policy regarding an employee leaving the LTA location on personal business:

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

- D. Out-of-State Travel: For short-term out-of-state travel, state employees will be reimbursed actual lodging, supported by a receipt, and will be

reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of long-term travel above.

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

Subsistence shall be paid in accordance with procedures prescribed by CalHR. It is the responsibility of the individual employee to maintain receipts for the employee's actual meal expenses.

- F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting state business. Each state agency shall determine the necessity for travel, and the mode of travel to be reimbursed. Transportation will be accomplished and reimbursed considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. Mileage Reimbursement

- a. When an employee is authorized by the employee's appointing authority or designee to operate a privately owned vehicle on state business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
 - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of the employee's normal commute.
2. Private Aircraft Mileage – When an employee is authorized by the employee's department, reimbursement for the use of the employee's privately owned aircraft on state business shall be at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.
3. 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 the employee normally leaves the employee's home, or on a regularly scheduled day off, mileage may be computed from the employee's residence.

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

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, fax, or other business charges necessary to state business of \$5 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

Appendix S – 12. 1 Business and Travel Expenses

The parties agree Appendix S - 12.1 Business and Travel Expenses, below, shall be operative and controlling effective upon the implementation date provided by the State to SEIU, as determined by the State, for this section.

Appendix S replaces the language contained within section 12.1 Business and Travel Expenses.

During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 1, 3, 4, 11, 14,15, 17, 20 and 21 employees.

Appendix S - New Language for 12.1 Business and Travel Expenses

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing Department of Human Resources (CalHR) rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conferences/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed in accordance with the rates established in section (A)(1) of this article provided an alternate meal was purchased.

Unless otherwise specified, each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses and make them available for audit upon request by their department,

state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed after leveraging available remote technology such as video and/or phone conference. The State reserves the right to direct employees to use contracted or preferred providers for lodging, transportation and other travel-related services.

When a State agency determines travel is necessary, it shall ensure that:

- Allowable travel expenses are incurred in accordance with state policy, including any applicable travel services contracts, such as airline, rental car, or lodging contracts.
- The mode of travel to be reimbursed is in the best interest of the state.

Normally, an official State business trip begins when the traveler leaves their residence or headquarters, whichever occurs last, and ends when the traveler returns to their residence or headquarters, whichever occurs first.

A. **Meals and Incidentals** - Meal expenses for breakfast, lunch, dinner, and incidentals will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified below unless the State or the employing department requires that receipts be submitted. 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. 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. CalHR must comply with current IRS definition of "incidental expenses."

1. **Rates:** Actual meal and incidental expenses incurred while on travel status will be reimbursed in accordance with the maximum rates and

time frame requirements outlined below.

For each full twenty-four (24) hours of travel: Up to the federal standard rate for meals and incidental expenses established by the U.S. General Services Administration (GSA).

On the first and last day of travel: Up to 75 percent of the federal standard rate for meals and incidental expenses established by the GSA.

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

- a. For each full 24-hour day of travel: As indicated in 12.1.A.1 above.
- b. On the fractional day of travel at the beginning of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.
- c. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

(1) If the fractional day includes an overnight stay, receipted lodging may be claimed.

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

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

For travel of at least twelve (12) hours up to twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

For travel of less than twelve (12) hours: No reimbursement may be claimed for meals and incidental expenses.

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

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

1. When employees are required to conduct State business and obtain lodging, reimbursement will be for actual receipted lodging up to the below identified maximums plus applicable taxes and mandatory fees.

For the 48 contiguous states and Washington, D.C. (CONUS): Up to the applicable federal rate established by the U.S. General Services Administration (GSA) for the travel destination.

For certain out-of-state travel (Alaska, Hawaii, U.S. Territories and Possessions): Up to the applicable federal rate established by the Department of Defense (DOD) for the travel destination.

For out-of-country (foreign) travel: Up to the applicable federal rate established by the U.S. Department of State for the travel destination.

2. 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 fifty (50) miles of their home or headquarters.

C. **Long-term Travel:** The long-term daily expense rate shall be authorized when a traveler can reasonably be expected to incur expenses in one location comparable to those arising from the use of establishments catering to long-term visitors, and when the traveler is expected to be in one location for 31 or more consecutive days. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above in 12.1(A) and (B). Departments and traveling employees should continue to make reasonable efforts to secure lodging that is in the best interest of the state. Such lodging may include contracted or preferred providers, long-term lodging establishments, and non-hotel accommodations such as an apartment or extended stay facility. The supervisor must determine prior to the beginning of the assignment if the time away from home or headquarters area will be more than 30 days, but less than one year. Long Term Assignments (LTA) lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

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

- a. The employee continues to maintain a permanent residence at the primary headquarters, and
- b. The permanent residence is occupied by the employee's dependents, or
- c. The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.

2. Employees who, with supervisor's approval, after completing the work

shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive up to the federal standard reimbursement rate for meals and incidental expenses established by the GSA for Friday. Those staying overnight shall not receive any additional reimbursements for meals and incidental expenses regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive up to 75 percent of the federal standard reimbursement rate for meals and incidental expenses established by the GSA. This does not change CalHR policy regarding the meals and incidentals reimbursement clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies CalHR policy regarding an employee leaving the LTA location on personal business:

Employees who leave the LTA location are not entitled to reimbursement of lodging, meals, incidentals, or transportation costs if they stayed overnight elsewhere.

- D. **Out-of-State Travel:** For short-term out-of-state travel, State employees will be reimbursed for actual lodging expenses, supported by a receipt, and actual meal and incidental expenses in accordance with the rates provided above in 12.1(A) and (B). Long-term out-of-State travel will be reimbursed in accordance with the provisions of Long-term Travel above.
- E. **Out-of-Country Travel:** For short-term out-of-country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, in accordance with the rates provided above in 12.1(B) 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.

Reimbursement for lodging, meals and incidentals 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.

- F. **Transportation:** Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. Mileage Reimbursement

When an employee is authorized by their 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.

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 their normal commute.

2. **Private Aircraft Mileage** – When an employee is authorized by their department, reimbursement for the use of the employee’s privately owned aircraft on State business shall be made at the FSMR rate per statute mile and shall be computed on the basis of the shortest air route from origin to destination. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.
3. **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 they normally leaves their home, or on a regularly scheduled day off, mileage may be computed from their residence.

G. **Receipts:** Unless otherwise specified, receipts shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
2. Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10.00) or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, fax or other business charges necessary to State business of five dollars (\$5.00) or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

H. During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 1, 3, 4, 11, 14,15, 17, 20 and 21 employees.

12.2 Moving and Relocation Expenses

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

12.3 Parking Rates

- A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned, wholly leased or administered lots, in urban congested areas, no more than twenty dollars (\$20) per month above the current rate, charged to employees in specific locations where the employees park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas.

Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days' notice of a parking rate increase. The State shall not increase rates for existing owned or administered parking lots where employees do not currently pay parking fees. Rates at new lots owned, wholly leased or administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking. This Article does not apply to parking spaces leased in parking lots owned or administered by private vendors.

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

12.4 Commute Program

A. Mass Transit

Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a one hundred percent (100%) discount on public transit passes sold by State agencies up to the current monthly exclusion amount provided by the Internal Revenue Service (IRS). Employees who purchase public transit passes on the employee's own shall be eligible for a one hundred percent (100%) reimbursement up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. 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 of expenses.

B. Vanpool

Effective the first day of the pay period following ratification by both parties, employees riding in vanpools or driving vanpools shall be eligible for a one hundred percent (100%) reimbursement of the monthly fee up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purposes of retirement. A vanpool must, at a minimum, meet the definition of a "commuter highway vehicle" in Internal Revenue Code section 132(f), including seating capacity requirements. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Mass Transit and Vanpool

Effective the first day of the pay period following ratification by both parties, employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for one hundred percent (100%) of the cost up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. The appointing power may establish and implement procedures regarding the certification of expenses.

D. Bicycle Commuter Program

The Program is a taxable benefit administered by CalHR. This benefit is voluntarily provided by the State of California and encourages active state employees to consider bicycle commuting as a means of active transportation to and from the employee's residences and places of employment. The Program promotes health and wellness and sustainable commuting practices by encouraging employees to use bicycles as their

primary means of commuting.

Eligible employees who regularly commute by bicycle during a substantial portion of a calendar month may submit claims in accordance with current state policy (HR Manual section 1425 – Bicycle Commuter Program).

12.5 Transportation Incentives

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.
- C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

12.6 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

12.7 State Owned Housing

The State will adopt the standards for habitability consistent with California Civil Code sections 1941 and 1941.1 and the Department of Consumer Affairs' Outline: Landlords' and Tenants' Responsibilities for Habitability and Repairs (Legal Guide LT-8). The appointing authority agrees to inspect the premises prior to employees moving into the premises. For employees currently in residence in State owned housing, the appointing authority will take steps to make necessary repairs and improvements within a reasonable time. The appointing authority reserves the discretion to prioritize the order of repair to its housing.

A. Housing

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

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

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

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

2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
 3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.
- C. Notwithstanding any of the above, the Department of Fish and Wildlife (DFW) will meet and confer with Union representatives prior to the implementation of rental increases. The Department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.
- D. The DFW is committed to improving the quality of State owned housing under its jurisdiction. To that end, the Department will seek funding authority for maintenance and improvement of Department-owned housing.

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

E. Possessory Interest Taxes – Department of Fish and Wildlife (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFW will directly pay the possessory interest taxes for Unit 11 employees who occupy Department-owned housing for the employee's payment of possessory interest taxes, where assessed. The employee shall follow Department procedures and submit any possessory interest tax bills to the Department as soon as the possessory interest tax bills are received by the employee.

2. Working Condition Fringe Benefit Exception

- a. This subsection E (2) shall apply to employees whose residency in State owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.

- b. Possessory interest reimbursement provided by the DFW shall not be reported to the SCO as income subject to taxation and other withholdings when an employee completes required forms and submits them to the DFW by the date management specifies. The DFW shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the Department for this purpose.
 - c. The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.
- F. Where employees are currently residing in State owned housing as a condition of employment, rental rates will not be raised by the appointing authority until it has demonstrated to CalHR that necessary repairs and improvements have been made to satisfy the standards for habitability that are consistent with Civil Code section 1941 and 1941.1. On a case-by-case basis, the appointing authority shall determine the new Fair Market Value following the completion of repairs and improvements of each State owned housing property. With CalHR's approval, the appointing authority may raise employee rents up to twenty-five percent (25%) each year for such housing until the Fair Market Value has been realized.

12.8 Overtime Meal Benefits and Allowances - CDCR/CCHCS (Excludes Units 17 and 21)

- A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to the employee's regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an

- overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, the employee may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period.
- B. With the exception of employees whose work hours are recorded in an automated scheduling system, employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.
 - C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.
 - D. If there is a snack bar or other dining facilities for employees, the value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:
 - 1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, the employee may follow the procedure as outlined in 2 below;
 - 2. Employees requesting reimbursement under this option will receive eight dollars (\$8), regardless of the value

assigned to the meal ticket by local management;

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the eight dollars (\$8) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this section.

F. Within twelve (12) months of ratification by both parties, for those employees whose work hours are recorded in an automated scheduling system, the overtime meal allowance(s) will be automatically calculated and reimbursed by the work hours recorded in the automated scheduling system. Employees will receive a separate check for the meal allowances for the qualifying time worked in the prior pay period. Employees not in an automated scheduling system, who are entitled to a meal allowance, shall submit for reimbursement utilizing the local submission process.

12.9.1 Overtime Meal Allowance (Unit 1)

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

12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when

damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

12.11 Uniform Replacement Allowance (Excludes Units 15 and 20)

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed six hundred and fifty dollars (\$650) per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.
 - 1. Uniform means outer garments, including footwear, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
 - 2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
 - 3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the

required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, the employee must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear the employee's required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of the employee's facility and to and from the employee's work location including associated incidental travel.
5. The uniform replacement allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current Uniform Replacement Allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive the employee's credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

12.12 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

12.13 Tools, Business Equipment, Materials and Supplies (Excludes Units 17 and 21)

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform the employee's jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

12.14 Professional Dues (Excludes Units 17 and 21)

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

12.15 Reimbursement of Fees (Excludes Unit 17)

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

12.16.1 Aviation Safety Officer (Unit 1)

The Department of Transportation (DOT) agrees to continue its practice of:

- A. Reimbursing Aviation Safety Officer the cost of the employee's annual second-class flight physical examinations.

- B. Providing the biennial flight checks in DOT aircraft during or connected to regularly authorized operation of the aircraft for business purposes and utilizing DOT employees who are personally qualified and volunteer to conduct and certify the flight checks.

12.17.1 PERS Auditor Affiliation (Unit 1)

The Office of Audit Services (CalPERS) will provide a maximum of five hundred dollars (\$500) reimbursement in any fiscal year, for each professional audit staff for fees, dues, and professional competency certification licensing costs associated with memberships in and affiliations with the following professional organizations.

If any other audit-related professional organizations are identified, management will reimburse based on consistency with the organizations listed below:

The Institute of Internal Auditors (IIA)

California Association of State Auditors (CASA)

American Institute of Certified Public Accountants (AICPA)

California Society of Certified Public Accountants

Association of Government Accountants (AGA)

Institute of Management Accountants (IMA)

Information Security Audit and Control Association (ISACA)

Information Security Systems Association (ISSA)

Association of Certified Fraud Examiners (ACFE)

Association of Women Accountants

The Association of Healthcare Internal Auditors, Inc.

12.18.1 Professional License Fees (Unit 1)

Employees in the classifications of Property Appraiser/Investigator (Office of Real Estate Appraisers) and Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) shall be reimbursed in full upon certification of license renewal.

12.19.1 Actuary Dues—California Department of Insurance (CDI) (Unit 1)

The CDI will reimburse department employees in the classes listed for membership dues in the American Academy of Actuaries, the Casualty Actuarial Society, the Society of Actuaries, or other actuarial associations approved by the Department. The amount of reimbursement is to be determined by the Department. If dues are reimbursed for less than full-time employees, the reimbursed amount shall be prorated.

Classes:

Actuary Senior

Actuary

Actuarial Senior Analyst

Actuarial Analyst

12.20, 12.21, 12.22 and 12.23 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

12.24.1 Extended Travel, California Department of Insurance (Unit 1)

The Union and the California Department of Insurance agree that, as an incentive for Unit 1 employees that are on a temporary travel assignment, the State shall pay short-term per diem for long term travel. Continuation of this section shall be in accordance with all applicable Federal and State tax laws.

12.25, 12.26 and 12.27 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

12.28 Pre-Tax Commuting Expense

The State will evaluate the feasibility of implementing a pre-tax commuting expense program in accordance with Internal Revenue Code Section 132(f).

12.29 Bike or Walk to Work Program

- A. The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage, and shower facilities in all State owned or leased buildings.
- B. This Section is not grievable or arbitrable.

ARTICLE 13 – CAREER DEVELOPMENT

13.1 Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an

- employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in the employee's official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
 - D. An employee or the employee's authorized representative may review the employee's official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or the employee's authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in the employee's personnel file.
 - E. The employee shall have a right to insert in the employee's file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
 - F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from the employee's State job and the impact of such absences on the employee's performance.

This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.

- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or the employee's authorized representative may, upon request, review the contents of the employee's file with the employee's supervisor. Upon request, the employee shall be allowed a copy of the material in the employee's supervisory file.

13.2 Personal Performance Session (Excludes Unit 17)

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other

persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.3 Non-Traditional Joint Apprenticeship and Training Committee (JATC) (Excludes Units 17 and 21)

- A. It is the policy of the State employer and Union to support the establishment of non-traditional apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such non-traditional apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.), CalHR Manual, and civil service statutes, rules, and regulations and pursuant to the following provisions:
1. A Joint Apprenticeship and Training Committee (JATC) shall evaluate and adjust all controversies or differences concerning the apprentice agreement in accordance with JAC standards approved by the Division of Apprenticeship Standards, JATC guidelines and the laws cited above.
 2. Non-Traditional Apprenticeship programs shall operate under the JATC concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.
 3. Each JATC shall determine the training program for the classes included for the employee's program.
 4. Union representatives who have been selected as JATC members shall serve with no loss of compensation during committee meetings.

5. The State and Union acknowledge the role of departmental policies and procedures in providing a safe and health work environment.
- B. The State and Union agree to continue existing apprenticeship programs.
- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs in SEIU bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new SEIU JATC shall function in accordance with this section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4.1 Information Technology (IT) Apprenticeship Agency Linkage Agreement (Unit 1)

- A. The State and the Union agree to establish the IT Joint Apprenticeship and Training Committee (Committee) in accordance with section 13.3, Joint Apprenticeship Committee, upon completion of the Unit 1 IT classification specifications.
- B. The Committee will develop the apprenticeship standards, functions and responsibilities to establish an organized, planned system of statewide IT apprenticeships in support of Unit 1 IT classifications.
- C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the SPB.

13.5 Individual Development Plan

- A. The purpose of the Individual Development Plan (IDP) is to establish personal objectives and develop a plan for achieving professional growth, career mobility and/or future career changes.
- B. Departments shall notify each eligible employee of the opportunity to submit an IDP at least annually for full-time employees and for PI employees who work seven hundred fifty (750) hours or more annually. An employee is not required to participate in the IDP process. If an employee elects not to participate, this decision will not be held against them.
- C. The IDP process shall not be part of the performance appraisal or disciplinary process. An IDP may be created by an employee without triggering a performance evaluation appraisal. If all or part of the IDP is disapproved, the employee shall be notified in writing and a copy shall be provided to the Union.

13.6 Performance Appraisal of Permanent Employees (Excludes Units 3, 17 and 21)

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which the employee is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of the employee's performance appraisal through the department level of the grievance procedure when the employee

receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

13.7.1 Performance Standards (Unit 1)

- A. The employer, in developing performance standards, shall adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.
- B. Employee performance standards shall be established in accordance with the following guidelines:
 - 1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
 - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until the performance standards have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.
- D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where

such information is available.

13.8 and 13.9 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

13.10.1 Education and Training (Unit 1)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
- C. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
- D. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
- E. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor Management Health and Safety Committees.
- F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job related seminars, conferences and conventions. The State, working within the

framework of budgetary and workload constraints, will support such activities.

G. Training Categories/Definitions:

1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.
2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.
4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by CalHR; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.

6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.
- H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive the employee's regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:
1. Tuition and/or registration fees.
 2. Cost of course-related books.
 3. Transportation or mileage expenses.
 4. Toll and parking fees.
 5. Lodging and subsistence expenses.
- An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.
- I. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.

J. When assigning or approving an employee for career-related out-service training, or job-related training, the department may establish policies regarding:

1. Allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and
2. Reimbursement for tuition and other necessary expenses.

Except as established by the department, reimbursement should be for fifty percent (50%) and may be up to one hundred percent (100%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

K. The employee or the employee's estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either: (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.

M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license

examination.

- N. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

13.11, 13.12, 13.13 and 13.14 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

13.15.1 EDD Determinations Scheduling Standard (Unit 1)

- A. For a mixed schedule, EDD will schedule no more than thirteen (13) interviews per day to each fully trained Employment Program Representative (EPR) who is assigned to do determinations full-time. Of these interviews, EDD will schedule an average of eight (8) separations on a daily basis, but no more than forty (40) separations per week. If the EPR is assigned a full schedule, the EPR will be assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews. For those employees working an alternate work week or other than full-time, the number of interviews will be pro rated and rounded to the nearest whole number.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations. These schedules are not subject to this agreement.

- B. An EPR assigned a full determination schedule will not be assigned to

establish overpayments.

- C. If an EPR has completed all scheduled workload, the EPR will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.
- D. An EPR will be provided two (2) hours per week to complete unfinished work if there is a backlog.
- E. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.
- F. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility or denial of benefits based on law, precedent, and policy.
- G. In the event of a significant economic downturn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, PIs and overtime.
- H. EDD will notice SEIU Local 1000 on changes in the determination scheduling standard including, but not limited to, an economic downturn in compliance with Article 24.1 so that the parties may meet and confer on the impact.

13.16.1 Employee Recognition and Morale Program - Franchise Tax Board (FTB), Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (Unit 1)

- A. The FTB agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

- B. The BOE agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- C. The CDTFA agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- D. The OTA agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- E. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.
- F. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the committee will be selected to participate as a committee member.
- G. This section is subject to the complaint procedure of Article 6 of this Contract.

13.17.1 Independent Research/Professional Papers (Unit 1)

- A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to forty (40) hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers

are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.

- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries.

This section is subject to the complaint procedures as specified in Article 6, Grievance and Arbitration.

- D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

13.18, 13.19, 13.20, 13.21, 13.22, 13.23, 13.24, 13.25, 13.26, 13.27, 13.28, 13.29, 13.30, 13.31, 13.32, 13.33, 13.34, 13.35 and 13.36

INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 14 – CLASSIFICATION

14.1 Classification Changes

- A. When CalHR proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with CalHR regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal

prior to submittal to the SPB for consideration.

- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, the parties shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

14.2 Out-of-Classification Grievances and Position Allocation Hearing Process

A. Definitions

1. An employee is working "out-of-class" when the employee spends a majority (i.e., more than fifty percent [50%]) of the employee's time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out-of-class.

Duties appropriately assigned are based on the definition and typical

tasks enumerated in the California SPB specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out-of-class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by the employee's department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
 - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
 - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, the employee shall receive the rate of pay the employee would have received pursuant to

Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by CalHR referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.
2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.
3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.
5. Arbitrators shall not have the authority to order reclassification

(reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance shall be filed on a CalHR 651 (Job Description Form) provided by the State within:
 - a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
 - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that the employee stopped working out of classification or the employee's position became misallocated.
 - c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.
3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in Article 6.
4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department

level of appeal, the grievant may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of CalHR.

6. The Director of CalHR or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
7. If the grievance is not resolved by CalHR, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, section 6.11.
8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

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

14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

14.4 Duty Statements, Post Orders, and Work Instructions (Excludes Units 17 and 21)

- A. An employee shall be provided with a current duty statement for the employee's position within fifteen (15) calendar days of the employee's request. Duty statements must comply with the State Personnel Board job classification specifications.
- B. Post orders in CDCR-Adult, and work instructions in CDCR-DJJ will be

provided where applicable.

- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, the employee's duty statement shall be reviewed, and if necessary, updated to reflect their current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that post orders in CDCR-Adult, and work instructions in CDCR-DJJ are not grievable or arbitrable, unless the post order or work instruction violates another section of this Contract.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

14.5 Automation and New Technology

The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

14.6 Job Announcements

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees (Excludes Unit 14)

- A. The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.
- B. Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

14.8 Contracting Out

A. Purpose

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit

employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D (1).
3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in

bargaining unit class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if the contracts provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts

based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and department.

3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:
 - a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;
 - b. Enabling the employment of bargaining unit employees for services currently performed by contractors;
 - c. Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
 - d. Providing timely, adequate and necessary recruitment efforts.

These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;

- e. Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:
 - a. The duties at issue are consistent with the bargaining unit employee's classification;
 - b. The bargaining unit employee is qualified to perform the job; and,
 - c. There is no disruption in services.
2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified

employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

14.9.1 Classification Study: Investigative Auditor Work Classification Study (Unit 1)

The State and the Union agree to meet regarding investigative audit work performed by Bargaining Unit 1 classifications within the Board of Equalization, California Department of Tax and Fee Administration and Office of Tax Appeals, the Investigative Auditors at the Department of Justice, and the Investigative Certified Public Accountant class.

The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

If changes to the class specification becomes necessary, such changes will be done in accordance with section 14.1 of this Agreement.

14.10.1 Classification Study: Television Specialist Classification Study (Unit 1)

During the term of this contract, the California Department of Human Resources will conduct a classification and specification review of the Television Specialist series.

If changes to the class specification become necessary, such changes will be done in accordance with section 14.1 of this Agreement.

14.11 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

14.12.1 Personnel and Payroll Joint Management Workload Committee (Unit 1)

The State and the Union agree to convene a Joint Labor Management Committee (JLMC) to review the Personnel and Payroll classifications' workload, training, upward mobility and overtime. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and employee subject matter experts shall serve without loss of compensation.

The Committee shall meet at a minimum of at least once per quarter. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall endeavor to respond to the information requested before each

scheduled meeting date.

The Committee members shall discuss and make recommendations on the following:

- A. Workload
- B. Training
- C. Upward Mobility
- D. Overtime

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

14.13.1 Lead Responsibilities (Unit 1)

- A. This provision outlines the lead person's responsibilities and compares and contrasts them to those of a supervisor. The strikeout of the supervisor's responsibilities represents the intent to expressly exclude the negotiation of an agreement to the assigned supervisor's duties through this provision.

Supervisor		Lead
1	Provide in depth policy and procedure training.	Provide basic on-the-job training for assigned duties.
2	Assign work.	Assign work.
3	Counsel employees on: <ul style="list-style-type: none">a. Attendance problemsb. Work related problemsc. Refer employees to EAP	May recommend to supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4	Initiate corrective action such as attendance restrictions and goal setting.	Not a lead responsibility.
5	Respond to, and resolve grievances at the informal and first level.	May attempt to resolve conflicts that arise as a result of workflow or procedures.

6	Prepare probation reports, annual evaluations, input of the self-appraisal reports.	May provide input of a factual nature regarding employee job performance.
7	Participate in performance appraisal evaluations.	Restricted to the technical portion of report pertaining to technical performance.
8	Approve or deny SISA's and MSA's.	Provide input on employee's job performance to the supervisor. No authority for an independent decision.
9	Discipline employees either informally or formally.	Provide input on employee's job performance to the supervisor. Not a lead function. No authority for an independent decision.
10	Write up required responses for supervisory input on the employee self-appraisal reports used in the testing process.	Provide input on employee's job performance to the supervisor. No authority for an independent decision. (If lead is not a competitor in the same examination.)
11	Approve or deny the use of sick leave, vacation, personal holiday, etc.	May receive employee requests in the absence of the supervisor and shall not approve or deny such requests.
12	Request and approve supply orders.	May request and approve supply orders.
13	Approve overtime.	Not a lead responsibility.
14	Sign 634's.	Not a lead responsibility.
15	Review completed work within the group for quality.	Review completed work within the group for quality.
16	Prepare recommendations to plans, budget requests, procedural and policy changes within the work group.	May prepare recommendations.
17	Sign probation or annual evaluations.	Not a lead responsibility.
18	Sign off on employee self-appraisal reports.	Not a lead responsibility.
19	Authorize training course attendance.	May provide input to who would benefit from attending a training class.
20	Make a hiring commitment to hire someone to fill a vacancy within the work group.	May participate in the hiring interview with a supervisor and

		may make a recommendation to hire.
21	Make promotional commitments.	Provide input regarding employee's performance. No authority for an independent decision.
22	Sign summary of corrective discussion memo.	Not a lead responsibility.
23	Sign recommendations for adverse actions.	Not a lead responsibility.
24	Grant requests for leave of absence up to 10 days.	May provide input to supervisor. No authority for an independent decision.
25	Approve alternate work schedules.	May provide input to supervisor. No authority for an independent decision.
26	Move employees from shift to shift.	May provide input to supervisor. No authority for an independent decision.
27	Sign travel expense claims.	Not a lead responsibility.
28	Schedule overtime.	Not a lead responsibility.
29	Order travel.	May assist supervisor with travel agenda.
30	Set work hours.	Not a lead responsibility.
31	Justify, request, and approve equipment orders.	May be asked to justify purchasing equipment. Cannot sign purchase orders.

14.14, 14.15, 14.16, 14.17, 14.18, 14.19, 14.20, 14.21, 14.22, 14.23, 14.24 and 14.25 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 15 - TRANSFER

15.1 Appeal of Involuntary Transfer

- A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change the employee's residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the CalHR disapproves the transfer, the employee

- shall be returned to the employee's former position; shall be paid the regular travel allowance for the period of time the employee was away from the employee's original headquarters; and the employee's moving costs both from and back to the original headquarters shall be paid in accordance with the CalHR laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change the employee's residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.
 - C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change the employee's residence.
 - D. Employees, who are unwilling to accept the geographical transfer required by the employee's current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, voluntary retirement or resignation. Such employees who meet the CalHR, SROA definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of the employee's current class or other classes to which the employee can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.
 - E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.
 - F. When a department has two (2) or more qualified employees in a class who are

subject to an involuntary transfer which reasonably requires an employee to change the employee's residence, the employee(s) to be involuntarily transferred shall be selected in inverse order of seniority. As an exception to inverse seniority, an employee in the same class and affected work unit who is qualified and more senior may request to be involuntarily transferred in lieu of a less senior employee. An employee whose request for transfer is granted, shall be entitled to moving and relocation expenses in accordance with section 12.1. However, any associated reimbursements shall be subject to applicable IRS and FTB regulations.

15.2 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

15.3 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to the employee's former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable CalHR laws and rules.

A department shall provide the employee and the Union, in writing, reason(s) for the inability to grant the transfer no later than sixty (60) days after the written request is made.

This section shall be grievable and filed with the department head and appealed to CalHR; it shall not be arbitrable.

15.4 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 16 – LAYOFF

16.1 Layoff and Reemployment

A. Application

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

B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and CalHR rules.

C. Notice

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by CalHR. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.
2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the

layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

E. Transfer or Demotion in Lieu of Layoff

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

F. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off.

Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.

G. State Service Credit for Layoff Purposes

In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time state service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from state service resulting from a

temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code section 19997.6.

H. Departmental Vacancies

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

- I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

16.2 Reducing the Adverse Effects of Layoff

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

16.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

16.4 Military Installations

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned

(or leased) to the State Department of the Military.

16.5 Layoff Employee Assistance Program (EAP)

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

16.6 and 16.7 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 17 - RETIREMENT

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this Article shall be deemed arbitrable under the grievance and arbitration procedure, except that any provision that defines the contribution rates shall be grievable to CalHR's level.

17.1 State Miscellaneous/Industrial - First Tier A Retirement Formula (2% at age 55), First Tier B Retirement Formula (2% at age 60), and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62)

- A. Miscellaneous/Industrial First Tier members first employed by the State prior to January 15, 2011 are subject to the First Tier A Retirement Formula.
- B. Miscellaneous/Industrial First Tier retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the First Tier B Retirement Formula. The First Tier B Retirement Formula does not apply to:
 - Former state employees who return to state employment on or after January 15, 2011.
 - State employees hired prior to January 15, 2011, who were subject

to the Alternate Retirement Program (ARP).

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

The above four categories are subject to the First Tier A Retirement Formula.

- C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- D. The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA retirement formulas.

Age at Retirement	First Tier A Formula (2% at age 55)	First Tier B Formula (2% at age 60)	PEPRA Formula (2% at age 62)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011 and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.000
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	2.500	2.418	2.400
67 and over	2.500	2.418	2.500

- E. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. The retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The quarter factors also apply to past service that is credited under the First Tier A, First Tier B, and the PEPRA First Tier retirement formulas.

F. Employee Retirement Contributions

1. As stated in Government Code section 20677.71, effective November 2, 2010, miscellaneous and industrial members in the First Tier retirement or the ARP subject to social security shall contribute eight percent (8%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.
2. As stated in Government Code section 20683.2, effective July 1, 2013, First Tier industrial members, including ARP members, shall pay an additional one percent (1%) retirement contribution. Accordingly, effective July 1, 2013, industrial members who participate in social security shall contribute nine percent (9%) of monthly pensionable compensation in excess of five hundred thirteen dollars (\$513) and Industrial members who do not participate in social security shall contribute ten percent (10%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317). This provision shall not apply to First Tier industrial members in Bargaining Unit 21.
3. Effective July 1, 2023, the employee contribution rates described in 17.1(F)(1) and (F)(2) for miscellaneous and industrial retirement members, including ARP members, shall be increased by one half percent (0.50%). Miscellaneous members subject to social security shall contribute eight and one half percent (8.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous members not subject to social security shall contribute nine and one half percent (9.50%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement. Industrial members (excluding Bargaining Unit 21) subject to

social security shall contribute nine and one half percent (9.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Industrial members (excluding Bargaining Unit 21) not subject to social security shall contribute ten and one half percent (10.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement. Industrial members in Bargaining Unit 21 subject to social security shall contribute eight and one half percent (8.5%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Industrial members in Bargaining Unit 21 not subject to social security shall contribute nine and one half percent (9.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement.

G. Final Compensation

First Tier employees first hired on or after January 15, 2011 and prior to January 1, 2013, will, after completion of participation in the ARP, be subject to the two percent (2%) at age sixty (60) retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

First Tier employees in employment prior to January 15, 2011, will remain subject to the two percent (2%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

First Tier employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

17.2 Second-Tier Retirement Plan

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

- A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.
- B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65)	PEPRA Formula (1.25% at age 67)
	Employees first hired and subject to CalPERS Membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65)	PEPRA Formula (1.25% at age 67)
	Employees first hired and subject to CalPERS Membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67 and over	1.2500	1.2500

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

17.3 First Tier Eligibility for Employees in Second Tier

- A. New employees who meet the criteria for CalPERS membership have the right to make an election to be covered under a Second Tier Retirement Plan. If the employee does not enroll in a Second Tier Retirement Plan within one hundred eighty (180) days after the date of initial eligibility, the employee shall remain enrolled in the First Tier plan, as provided under CalPERS law.
- B. An employee enrolled in the Second Tier retirement plan may exercise the First Tier right of election. An employee who makes this election is eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from ninety-six (96) months (8 years) to one hundred forty-four (144) months (12 years), and allowing employees to purchase partial amounts

of service.

- C. Employees who purchase past service are required to pay the amount of contributions the employees would have paid had the employees been First Tier members during the period of service that the employees are purchasing. As required by CalPERS law, the amount includes interest at six percent (6%), annually compounded.

17.4 State Safety A Retirement (2.5% at age 55), State Safety B Retirement (2% at age 55), and PEPRA Retirement (2% at age 57) Formulas

- A. State Safety members first employed by the State prior to January 15, 2011, are subject to the State Safety A Retirement Formula.
- B. State Safety retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, are subject to the "State Safety B Retirement Formula." The State Safety B Retirement Formula does not apply to:
- Former state employees who return to state employment on or after January 15, 2011.
 - State employees hired prior to January 15, 2011, who were subject to the ARP.
 - State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
 - Persons who are already members or annuitants of the CalPERS as a state employee prior to January 15, 2011.

The above four categories are subject to the State Safety A Retirement Formula.

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

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

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

E. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. The improved retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved quarter factors also apply to past service that is credited under the State Safety retirement category.

F. Employee Retirement Contribution

1. As stated in Government Code section 20677.91, effective November 2, 2010, State Safety members shall contribute nine percent (9%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.
2. As stated in Government Code section 20683.2, effective July 1, 2013, State Safety members shall pay an additional one percent (1%) retirement contribution making the employee's total contribution rate ten percent (10%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317).
3. As stated in Government Code section 20683.2, effective July 1, 2014, State Safety members shall pay an additional one percent (1%) retirement contribution making the employee's total contribution rate eleven percent (11%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317).
4. Effective July 1, 2023, the employee contribution rates described in 17.4(F)(3) for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall be increased by one half percent (0.5%). State Safety members shall contribute eleven and one half percent (11.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement.

G. Final Compensation

State Safety employees first hired on or after January 15, 2011, and prior to January 1, 2013, will, be subject to the two percent (2%) at age fifty-five (55) retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

State Safety employees in employment prior to January 15, 2011, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55)

retirement formula with benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment.

State Safety employees hired prior to January 1, 2007, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

17.5 State Safety Retirement

Enrollment in the State Safety Retirement category shall be prospective only and prior service shall remain under the miscellaneous or industrial retirement category.

17.6 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

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

A. 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 42 of the United States Code section 430 (b). The 2016 limits are \$117,020 for members subject to social security and \$140,424 for members not subject to social security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program (ARP) – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the

ARP. Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the forty-seventh (47th) month of employment and ending on the last day of the forty-ninth (49th) month of employment following the employee's initial ARP hired date.

C. Equal sharing of Normal Cost

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

17.8 Tax Treatment of Employee Retirement Contributions

The purpose of this Article is to implement the provisions contained in section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21. Pursuant to section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation for section 414(h)(2) is accomplished through reduction in wages pursuant to the provisions of this Article.

1. Definitions. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.
 - a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 who make contributions to the STRS/CalPERS.
 - b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS/CalPERS which are deducted from the salary of employees and credited to individual employee's accounts.
 - c. "Employer." The term "employer" shall mean the State of California.
 - d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the IRS.
 - e. "Retirement System." The term "retirement system" shall mean the STRS as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code section 22000, et seq.) and CalPERS as made applicable to the State of California under the provisions of the California Public Employees' Retirement Law (California Government Code section 20000, et seq.).
 - f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

2. Pick Up to Employee Contributions

- a. Pursuant to the provision of this Agreement, the Employer shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contribution in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
- b. Employee contributions made under paragraph A of this Article shall be paid from the same source of funds as used in paying the wages of affected employees.
- c. Employee contributions made by the employer under paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

3. Wage Adjustment

Notwithstanding any provision in this Agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions thereof.

4. Limitations to Operability

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions

of the Internal Revenue Code.

5. Non-arbitrability

The parties agree that no provisions of this article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

17.9 INTENTIONALLY EXCLUDED

17.10 1959 Survivor Benefit - Fifth Level

- A. Employees who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Memorandum of Understanding for this section.
- B. Pursuant to Government Code section 21581(c), the contribution for employees covered under this new level of benefits will be two dollars (\$2) per month as long as the combined employee and employer cost for this program is four dollars (\$4) per month or less per covered member. If the total cost of this program exceeds four dollars (\$4) per month per member, the employee and employer shall share equally in the cost of the program.

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 (2) or more eligible children, or three (3) or more eligible children not in the care of spouse | \$1,800 |
| 2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse | \$1,500 |
| 3. One (1) eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 60 | \$750 |

17.11 and 17.12 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

17.13 Exclusion of Sustained Superior Accomplishment

The parties agree that payments made under the sustained superior accomplishment award program will not be considered as compensation for purposes of retirement.

17.14 Streamlining the State Safety Retirement Process

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

ARTICLE 18 – PERMANENT INTERMITTENTS

18.1 Permanent Intermittents (PI)

- A. Except as otherwise provided in this Agreement (e.g. Article 22, Article 23, etc.), a PI position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A PI employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. SPB rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible PI employees within the classification.
- C. Each department may establish an exclusive pool of PI employees based upon operational need.
- D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours' notice of the employee's work schedule, except when the employee is called in to fill in for unscheduled absences or for unanticipated operational needs.
- E. Upon mutual agreement, a department head or designee may grant a PI employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

F. A PI employee will become eligible for leave credits in the following manner:

1. Sick Leave - A PI employee who has completed one hundred sixty (160) hours of paid employment will be eligible for eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the PI employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
 - a. Sick leave may be requested and taken in fifteen (15) minute increments.
 - b. A PI employee shall not be removed from scheduled work hours because the employee is on sick leave.
 - c. The administration of sick leave for PI employees shall be in accordance with Article 8, section 8.2, Sick Leave.
2. Vacation Leave - A PI employee will be eligible for a one-time vacation bonus of forty-two (42) hours of vacation credit following completion of the employee's initial nine hundred sixty (960) hours of compensated work.
3. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
 - a. Pay the PI employee in a lump-sum payment for accumulated vacation leave credits; or

- b. By mutual agreement, schedule the PI employee for vacation leave; or
 - c. Allow the PI employee to retain the employee's vacation credits; or
 - d. Effect a combination of a, b, or c above.
 - e. A PI employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.
- 4. Annual Leave – A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of one hundred sixty (160) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1(C), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
 - a. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
 - b. By mutual agreement, schedule the PI employee for annual leave; or
 - c. Allow the PI employee to retain the employee's annual leave credits; or
 - d. Effect a combination of a, b, or c, above.
 - e. A PI employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.

5. Holidays –

- a. A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive the employee's hourly rate of pay for each hour worked unless the provisions of section 19.2(B) apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7, section 7.1(G).
- c. A PI employee will be eligible for a Personal Holiday (PH) following the completion of the employee's initial nine hundred

sixty (960) hours of compensated work. A PI employee will be eligible for a PH each July 1st thereafter and may accrue only one PH per fiscal year. A PI will receive paid time off for a PH on a pro rata basis as provided in the chart above, based upon the number of hours worked in the pay period during which the PH is taken.

6. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with Article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because the employee is on bereavement leave.
7. Jury Duty – A PI employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A PI employee shall not be removed from scheduled work hours because the employee is on jury duty. When night jury duty is required of a PI employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the PI employee's work schedule. This includes any necessary travel time.
8. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.
9. Mentoring Leave – A PI employee shall be eligible for mentoring leave in accordance with Article 8, section 8.17, Mentoring Leave.

- G. Monthly paid PI employees shall be paid by the 15th of each month.
- H. Health/Dental/Vision Benefits – A PI employee will be eligible for these benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in these benefits within sixty (60) calendar days from the end of the qualifying control period.
- I. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.
- J. FlexElect and CoBen Cash Option Programs – PI employees in all SEIU bargaining units except 17 may participate in the FlexElect Cash Option Program for health and/or dental coverage if the employee meets the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source. Bargaining Unit 17 PI employees may participate in the CoBen Cash Option Program for health or health and dental coverage if the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source. PI Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen or FlexElect Cash Options. PI employees choosing the FlexElect or CoBen Cash Option Program must also meet all of the following criteria:
1. must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which the employee is enrolling and;

2. must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which the employee is enrolling and;
 3. must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which the employee is enrolling and;
 4. must have submitted the enrollment form during the FlexElect or CoBen open enrollment period or as newly eligible. This subdivision is not grievable or arbitrable.
- K. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI hours worked per week on an ongoing and weekly basis.
- L. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from the employee's PI employee position by management.
- M. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

18.2.1 EDD PI's Conversion and Ratio (Unit 1)

The ratio over a fiscal year of Employment Program Representative (EPR)/Disability Insurance Program Representatives (DIPR) permanent intermittent employees to permanent full-time employees within the EDD shall be as follows:

- A. No more than twenty percent (20%) of the EPR/DIPR in any branch of EDD shall be PI.
- B. The 20% ratio applicable to the Unemployment Insurance Branch shall be

placed into abeyance through June 30, 2025.

EDD will send an annual Unemployment Insurance Branch (UIB) EPR position report including time base, tenure, and the conversion plan. The Union and the State shall meet annually to discuss the contents of this report. Time base conversions will be based on UIB EPR seniority and eligibility in accordance with section 20.1.1 (B). Additional meetings regarding this report shall be convened at the request of either party.

In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.

18.3 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 Hours of Work (Excludes Units 3, 17, and 21)

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days' notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in the employee's workweek hours and workday. This advance notice is not required if:
 - 1. The change is due to an unforeseen operational need; or

2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employees work product, and for meeting the objectives of the agency for which the employees work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish the employee's assignments or fulfill the employee's responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA -

exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to the employee's scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted;
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive workload or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA - exempt/excluded employees may alter the employee's work hours. Employees are responsible for keeping management apprised of the employee's schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

19.2 Overtime (Excludes Units 17 and 21)

- A. Overtime is earned at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;
 2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. 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, or compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave or subpoenaed witness leave under the provisions in paragraph E below, shall be included for the purpose of computing cash or compensating time off for overtime.
- C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.
- D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- E. Before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be

limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. In addition management will make every effort to schedule overtime first for those employees who have not taken leave during the week and such employees may be mandated overtime only as a last resort.

As a last resort, and in order to meet required staffing needs, if an employee in Bargaining Units 4, 11, 14, 15 or 20 is mandated to work overtime in the same week in which the employee used approved leave then that approved leave will be considered hours worked for purposes of calculating overtime. Sick leave is excluded from this provision.

- F. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.
- G. CTO for employees shall be earned on a one and one-half (1½) time basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- H. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.
- I. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and

requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2, and 3 below.

1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.
2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of the employee's normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside the employee's normal work hours.
3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in J(2) above.

19.3 Rest Periods (Excludes Units 14, 15, 17 and 20)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of the employee's work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave the employee's work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify the employee's supervisors before leaving the employee's work area and inform them of the employee's location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may rest periods be used to "make-up" time.

19.4 Meal Periods (Excludes Units 17 and 21)

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

19.5 Set Up/Shut Down Time

Time necessary to “set up” and/or “shut down” a State function shall be part of the employee’s workday.

19.6 and 19.7 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

19.8 Flexible Work Hours (Excludes Units 17 and 21)

- A. Every department shall have a flexible work hours program which shall include flexible work hours, an alternate workweek schedule, and/or reduced workweek schedule.
- B. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- C. Any denial of requests made under subsection B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days’ notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.
- D. An “alternate workweek schedule” is a fixed work schedule other than standard work hours.

“Flexible work hours” allows for the change of work schedules on a daily basis. “Reduced work time” is defined in Government Code sections 19996.20 through 19996.29.

19.9.1 Exchange of Time Off - Multi-Shift Operations (Unit 1)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 - 1. The employees make a written request to the employee’s supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approve the exchange; and
 - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use “accounts receivable” should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, the employee may be required to provide medical verification in accordance with section 8.2 of this Contract.

- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within thirty (30) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration Article of this Contract.

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

19.11 Call Back Time

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

- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

19.12 Standby Time

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.
- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 1)

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems,

childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.

- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

19.14, 19.15, 19.16, 19.17, 19.18, 19.19, 19.20, 19.21, 19.22, 19.23, 19.24, 19.25, 19.26, 19.27, 19.28, 19.29, 19.30, 19.31, 19.32, 19.33, 19.34, 19.35, 19.36, 19.37 and 19.38 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 20 – POST AND BID

20.1.1 Employment Development Department (EDD) Post and Bid Agreement (Unit 1)

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full-time positions in the EDD will be based on the following:

A. General Provisions

1. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the EDDNet using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all "Request for Position Action" documents. The HRSD will ensure fair application of the 50-50 ratio.
2. The EDD reserves the right to exempt placements from this section where there are clearly articulated operational needs.

Positions subject to State Restriction of Appointments (SROA) or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the department's fifty percent (50%) and thus are not available for this post and bid process. The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category. Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as: Requests to maintain the unity and continuity of the employee's immediate family unit. Examples include but are not limited to:

- a. Marriage;
 - b. Move to a new area to accompany a spouse or domestic partner who has changed the location of their employment;
 - c. Documented need to provide care for a family member where a change of employee's residence is required;
 - d. Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the hands of an abusive spouse, family member or other individual; or
 - e. Employee's legal obligation requiring that the employee relocate to another area.
- 3. Each employee is responsible for checking the posting of positions on the EDDNet.
 - 4. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude

payment of such expenses, at management's discretion.

B. Eligibility to Participate in Post and Bid

1. Employees must be currently employed by EDD, either in the EPR or DIPR classifications and have permanent civil service status in the class.
2. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.
3. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.).
4. Employees must have overall satisfactory performance in the employee's current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
5. An employee who has an adverse personnel action with an effective date within twelve (12) calendar months which relates to the employee's job performance will be precluded from participation in the bid process.
6. No bid shall be denied based solely on personal relationships. However, if the awarding of the post and bid violates EDD's nepotism policy, the bid will be denied. The employee and the Union will be notified within five (5) working days of denial.

C. Seniority Provisions

1. For the post and bid process, seniority is defined as total months of state service. When two (2) or more employees apply for a specific position and have equal state seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class

seniority, then by lot.

2. The EDD shall prepare seniority lists of EPRs and DIPRs every February 15th, (reflecting seniority information current as of January 1st) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided electronically to SEIU Local 1000. An updated paper copy shall be made available at all EDD worksites every six (6) months.
3. EDD will distribute the seniority list defined above at each worksite employing EPRs and DIPRs.
4. The lists above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.

D. Posting Process

1. The EDD shall post vacancies on the EDDNet, consistent with current practice, for ten (10) calendar days. This posting shall state the following:
 - The opening date and closing date and time to apply for the vacancy;
 - The location of the vacancy;
 - Description of the vacant position including the duties, responsibilities and requirements of the position;
 - The Single Point of Contact (HRSD) to whom the bid is to be sent.
2. The EDD shall provide SEIU Local 1000 with a copy of the EDDNet posting at the same time the posting is distributed.

E. Bidding Process

1. For post and bid positions, the employee must submit the employee's bid for a vacant position on a form provided by EDD.
2. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one (1) year from the date the employee was finally "awarded" a position.

F. Post and Bid Selection Process

1. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.
2. The tentative "awarding" of the position will be announced on the EDDNet within five (5) working days after the bidding process is closed. The notice will include the employee's name and seniority score.
3. The protest period will be three (3) working days from the date the tentative "award" is posted on the EDDNet. Employees selected under the terms of this section shall have eight (8) working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
4. The final award will be announced on the EDDNet within five (5) working days from the end of the protest period.
5. The employee will be expected to report to the employee's new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within thirty (30) calendar days of the date the employee accepted the award.

6. Employees who bid on the position shall not be required to interview for the position.

G. Miscellaneous Provisions

1. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job.
2. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for appointment to the position, EDD shall select an employee to fill the position through other hiring methods.
3. The EDD shall retain the bids for a period of twelve (12) months. During this period, the bids shall be available for inspection by the Union representatives, who may request a copy.
4. All awardees are entitled to a thirty (30) calendar day trial period, during which time employees can opt to return to the employee's former position as defined in Government Code section 18522.

20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 20.10, 20.11, 20.12, 20.13, 20.14, 20.15, 20.16, 20.17 and 20.18 INTENTIONALLY EXCLUDED – UNIT SPECIFIC LANGUAGE

ARTICLE 21 - MISCELLANEOUS

21.1 Telecommute/Telework Program (Excludes Unit 17)

- A. Telework is defined as performing work one (1) or more days per pay period away from the worksite to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within the guidelines established by the Statewide Telework Policy, State Administrative Manual section 181.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of the department's formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State worksites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Any denial of requests made under subsection B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters.

21.2 Electronic Monitoring (Excludes Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment the employee may grieve such action under Article 6.

- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason of discipline.

21.3 Class A and Class B Commercial Driver's License (Excludes Units 17 and 21)

A. Training

Each department, at the request of an employee required to upgrade the employee's current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs related to obtaining a commercial driver's license, which become available to the State.

B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive the exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by the employee's personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
 - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
 - b. A second medical examination is authorized and conducted; and
 - c. The second medical certification is accepted by DMV. The State

will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade the employee's driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
 - a. The employee is authorized at least ten (10) workdays in advance by the employee's supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
 - a. The examination is scheduled during the employee's scheduled work hours; and
 - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

21.4 Call Centers

A. Definition of a Call Center:

A call center is the point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. Training:

1. Training is essential to the creation and maintenance of an effective call center. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.
2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.
3. Upon request, upward mobility training and information shall be provided to all call center employees.
4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

C. Ergonomics:

An ergonomically sound environment is essential to the health and welfare of all call center employees.

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms received prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.
2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.
5. The employee may make a request to the employee's supervisor for an ergonomic evaluation at any time. The employee shall document the

concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.

6. Every employee assigned to a call center will also be given access to information on workstation ergonomics.

D. Headsets:

Call centers shall accommodate reasonable requests for an employee's choice of headsets.

E. Call Monitoring:

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
3. Employees shall be notified before monitoring of the employee's calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.

F. Other:

1. Appropriate call center technology should be applied.

2. 19.3(B) of the SEIU Local 1000 Contract shall be applied to all call center employees.
3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.
4. The State shall train all call center managers/supervisors sufficiently so that the manager/supervisor can: (1) perform the duties of call center staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out the employee's duties; (4) handle escalating calls.
5. Dispute Resolution Process

If the Union disagrees with the department's determination of a call center under the definition provided in 21.4, the Union may file a dispute directly at the third step of the grievance procedures as provided in Article 6 – Grievance, Arbitration, and AWOL Procedures. Any dispute arising under this section shall not be subject to arbitration.

Any CalHR determination of a call center will address any applicable pay differentials.

21.5 Telework Stipend Program

A. Eligibility

Effective January 1, 2022, and payable after the first day of the pay period following ratification, employees who have an approved telework agreement

on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered with an approved telework agreement shall receive \$25 per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period. The State shall endeavor to pay this stipend as part of the employee's regular pay warrant. The method of payment is not subject to Article 6 of the MOU.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.

6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
7. No receipts shall be required for the payment of this stipend.
8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this Side Letter Agreement and the terms of the MOU.

C. Telework Modification or Termination

Employees' telework agreements shall not be permanently modified by the State without adequate prior notice. The State shall endeavor to provide at least 30 calendar days' notice, but no less than 15 calendar days' notice to employees when permanently terminating or permanently modifying a Telework Agreement. This advance notice is not required due to unforeseen operational need or by mutual agreement between the employee and management. Upon request, a copy of the termination or modification will be provided to SEIU Local 1000.

D. Telework Joint Labor Management Committee

1. Upon written request, the State and the Union shall meet no more than four (4) times per fiscal year. Upon mutual agreement the parties may meet more frequently to continue discussion under this section. The Union and State shall each select up to eight (8) representatives. Union representatives shall serve without loss of compensation. The State and Union will discuss cross-departmental

issues related to the implementation and administration of the Statewide Telework Policy including, but not limited to, equipment, tools, service delivery, and employee cost. Any recommendations from the committee shall be submitted directly to the Deputy Director of Labor Relations.

2. Upon mutual agreement, Subject Matter Experts may be allowed to attend. Additional representatives may be permitted upon mutual agreement between the parties.
3. The Union and State will mutually develop an agenda prior to each meeting.
4. This provision is effective through June 30, 2026.

E. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.

21.5.1 Work Space Allocation (Unit 1)

A. Union Participation Matrix

The Union Participation Matrix is to be utilized by the departments in the design of newly constructed, leased, remodeled and/or renovated office space. The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development. The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

Union Participation Matrix

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, breakrooms)	Micro Layout and Space Plan
Union	E	E	ABCD	E	ABCD
Steering Committee	B	B	B	B	E
Solution Teams	E	ABF	AB	AB	ABCD

Levels of Participation

A – Input establish criteria	D – Review and decide
B – Review and influence solutions	E – Informed
C – Develop solutions	F – Choice (palette of options)

B. State Space Allowances Standards

State Administrative Manual (SAM) section 1321.14 (Revised 1/23/02)

The Real Estate Services Division (RESO) is responsible for developing and implementing planning and design standards and determining space needs for state owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

Once an agency's design standards and space allocations have been developed and approved by RESO, any modifications must be reviewed and approved by RESO.

State Space Allowance Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300		H.	I.	
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/Division Chief, Branch/Office Chief, Board Member	200	J.	K.	L.	
Managers	Bureau Chief, Deputy or Assistant Chief, section Head	150	M.	N.	O.	
*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150	P.	112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors		110		96	
Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer	Q.	R.	100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee	S.	100	100	64	64
Clerical Supervisors*	Clerical Supervisor	T.	75	U.	64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk	V.	75	60	64	40

*THE NEED FOR PERIODIC PRIVACY AND CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

****Definition of Terms**

<u>CF</u>	Conventional Furniture: Freestanding furniture used to make up a workstation, whether in traditional or open office design.
<u>MSF</u>	Modular Systems Furniture: System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.
<u>Private</u>	One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.
<u>Open</u>	Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.
<u>Group</u>	Hardwall constructed office or MSF workstation with two (2) or more persons sharing the working area. Used with compatible work functions.

*Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

***Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

C. Alternative Office Strategies

State Administrative Manual (SAM) section 1321.15 (Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

<u>Universal Plan</u>	Standardized design of workstation area that allows departments to move people rather than furniture.
<u>Team Space</u>	Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.
<u>Shared Workspace</u>	Two (2) or more employees sharing a single, assigned workspace either during the workday or on different shifts or schedules.
<u>Teleworking</u>	Employees work at home, field office or designated Teleworking Centers one (1) to five (5) days a week on either a formal or informal schedule.
<u>Satellite Office</u>	A full service office location used by full-time employees living nearby.
<u>Free Address</u>	Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.
<u>Hoteling</u>	Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

21.6.1 Hearst Castle Night Tours (Unit 1)

- A. All guides will be required to work up to a maximum of twelve (12) evening tour shifts per fiscal year. Guides will be assigned evening tour shifts based on the current scheduling procedures.
- B. A volunteer pool will be established and used as follows:

1. Guides will be polled in July of each year as to whether the Guide wishes to volunteer beyond the maximum twelve (12) evening tour shifts.
 2. When needed, Guides who have volunteered will be placed on the schedule based on the Guide's total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.
- C. If the evening tour shifts cannot be covered by A. and B. above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.
- D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1,500 hours.
- E. Guides working an evening tour will not be scheduled for the next shift within ten (10) hours of the employee's ending evening tour shift, unless mutually agreed upon between the supervisor and Guide.
- F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.
- G. Should the department determine that the above does not meet the needs of the department, the department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.

21.7.1 Organizational Development (Unit 1)

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

21.8.1 EDD America's Job Center of California (Unit 1)

The EDD and CalHR shall include these provisions in all MOUs entered into with local America's Job Center of California partners:

- A. The local Workforce Development Board certifies that its America's Job Center of California will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with section 3512).
- B. State employees who are located at America's Job Center of California shall remain under the supervision of the employee's employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at America's Job Center of California shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
- C. If work-related issues arise at America's Job Center of California between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The America's Job Center of California operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats

and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (CalHR) of the grievance and arbitration article of this Contract.

21.9.1 Business Cards (Unit 1)

- A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.
- B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon the employee's separation from the State or upon the employee's transfer to another appointing power.

21.10.1 Incompatible Activities (Unit 1)

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the employee's duties as a state officer or employee.

Each department shall determine, subject to approval of CalHR, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with the employee's duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using state time, facilities, equipment, or supplies for private gain or advantage.

- C. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of the employee's duties as a State officer or employee.
- E. Performance of an act in other than the employee's capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in the employee's official duties or was intended as a reward for any official actions performed by the officer or employee consistent with departmental policy.
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting the employee's full-time, attention, and efforts to the employee's State office or employment during the employee's hours of duty as a state officer or employee. When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power. An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be

reviewed, upon request by the employee, by a committee composed of two (2) representatives of the appointing power and two (2) representatives of the Union. The committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

**21.11, 21.12, 21.13, 21.14, 21.15, 21.16, 21.17, 21.18, 21.19, 21.20, 21.21, 21.22, 21.23, 21.24, 21.25 and 21.26 INTENTIONALLY EXCLUDED –
UNIT SPECIFIC LANGUAGE**

ARTICLE 22 – UNIT SPECIFIC ARTICLE

ARTICLE 23 – UNIT SPECIFIC ARTICLE

ARTICLE 24 – ENTIRE AGREEMENT AND DURATION

24.1 Entire Agreement

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract. The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

C. The CalHR will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

24.2 Duration

A. Unless a specific provision provides for a different effective date, the term of this Contract shall be July 1, 2023 to June 30, 2026.

- B. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.
- C. If a proposal does not include an effective date, the effective date shall be the first day of the pay period following ratification.

24.3 Continuous Appropriations

The State and SEIU agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic terms of this Agreement. This will maintain employee salaries and benefits in case of an untimely budget.

ARTICLE 25 – UNIT SPECIFIC ARTICLE

SIDE LETTERS

Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees in the CDE.

Side Letter #2 – Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

Side Letter #3 – Retired Annuitants

The State and the Union agree that hiring retired annuitants may be necessary to perform mission critical work. Mission critical is defined as a disruption in normal business, which may result in the failure of a business operation. Retired Annuitants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not

be arbitrable.

Side Letter #4 – Access Agreement

Date: March 5, 2007

To: State of California Department Heads, Labor Relations Officers, SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives.

Subject: Side Letter Regarding Access

Over the last two (2) years, the State of California and SEIU Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at the employee's worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between CalHR and SEIU Local 1000.

As with all agreements, both sides had to compromise. This Agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues
- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this Agreement in the spirit in which it was negotiated. There will be joint training provided on the Agreement at a date still

to be determined.

Attachment

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and Union representatives are encouraged to discuss/resolve access problems if they arise.

The Union shall provide advance notice of its intent to visit worksites. Departments shall notify the Union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the Union.

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Paul Starkey, Deputy Director of Labor Relations CalHR	(916) 215-8579
Anne Giese, Chief Counsel SEIU Local 1000	(916) 554-1279

In the event that agreement cannot be reached between CalHR and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4

of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

Side Letter #5 – Student Assistants

The State and the Union agree that hiring student assistants may be necessary to give students the opportunity to gain experience in the employee's field of study and give the State the ability to attract high quality candidates for possible hire. Student assistants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

Side Letter #6 – PLP 2020

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) effective January 2, 2020 through June 30, 2023 between Service Employees International Union, Local 1000 (Union) and the State of California (State).

This Agreement is necessitated by the unanticipated budget shortfalls arising from the COVID-19 pandemic. It is the intent of the parties to maintain the spirit and the letter of the 2020-2023 MOU, except as modified herein.

The Union and the State do hereby agree as follows:

OPEB CONTRIBUTION

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of 3.5% for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in Section 9.24 paragraph A, is suspended and shall not be withheld from employees' salaries beginning on July 1, 2020, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue as described in Section 9.24 paragraph A.

PERSONAL LEAVE PROGRAM (PLP) 2020

For fiscal years 2020-21 and 2021-22, SEIU Local 1000 represented employees shall participate in the Personal Leave Program 2020

(PLP 2020) for two (2) days or sixteen (16) hours per month in the manner outlined below.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.
- B. Each full-time employee shall be credited with sixteen (16) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program. The accrual rates for Bargaining Unit 3 employees working an academic year shall be pursuant to the chart in Section Y below.
- C. Salary rates and salary ranges shall remain unchanged.
- D. Employees will be given maximum discretion to use PLP 2020 subject to severe operational considerations. However, whenever feasible, PLP 2020 should be used in the pay period it was earned.
- E. PLP 2020 must be used before any other leave with the exception of sick leave and Professional Development Days. Employees may elect to use PLP in lieu of approved sick leave.
- F. PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave in Section 8.1.
- G. When an employee has requested to use PLP 2020, and the request is denied on two separate, consecutive occasions, the employee's third request for PLP 2020 shall be approved subject to severe operational considerations that make granting the request a health or safety risk.
- H. PLP 2020 accruals do not expire.

- I. PLP 2020 may be cashed out upon separation from state service.
- J. PLP 2020 leave shall not be considered as “time worked” for overtime purposes except when an employee is mandated to work overtime or has been redirected and is mandated to work overtime to process unemployment claims in the same week in which they use approved leave then that approved leave will be considered hours worked for purposes of calculating overtime.
- K. 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 the employee would have received had the PLP 2020 not occurred.
- L. PLP 2020 shall not cause a break in State service, nor a reduction in the employee’s accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, nor service towards a merit salary adjustment.
- M. PLP 2020 shall neither affect the employee’s final compensation used in calculating State retirement benefits nor reduce the level of State death nor disability benefits to supplement those benefits with paid leave.
- N. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.
- O. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee’s time base consistent with the chart in Article 7 of the MOU.
- P. 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 X below.

- Q. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- R. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from the PLP 2020 for that month.
- S. Seasonal and temporary employees are not subject to PLP 2020.
- T. Employees not eligible for healthcare are not subject to PLP 2020.
- U. Effective July 1, 2020, the minimum salary in the salary range for all SEIU Local 1000 classifications shall be no less than \$15 per hour.
- V. Effective July 1, 2020, the classifications and alternate ranges listed in Attachment 1 shall be provided the following Special Salary Adjustments (SSAs), as modified by this Side Letter Agreement.
- W. Effective July 1, 2020, no SEIU Local 1000 represented employee shall make less than \$15/hour as a result of the implementation of PLP 2020.
- X. All Permanent Intermittent and Special School employees who are subject to the State Special Schools 10-month compensation agreement shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	PLP 2020 Hours
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6

Hours Worked During Credit Pay Period	PLP 2020 Hours
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

Y. Bargaining Unit 3 employees who work academic calendars will accrue PLP 2020 on a pro-rated basis, as follows:

Days per Academic Year	FT
176	10.84
184	11.32
194	11.94
209	12.86
220	13.54

Z. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to alter their participation in VPLP, they shall be allowed to opt out or change at any time during the PLP 2020 program.

IMPROVING AFFORDABILITY AND ACCESS TO HEALTHCARE

A. For the period from July 1, 2020, to June 30, 2022, inclusive, the provisions of 11.2 titled "Improving Affordability and Access to Healthcare" is suspended. For this time period, the following provisions apply:

1. All health benefit-eligible SEIU Local 1000 represented employees will receive a monthly payment of \$260 and will be ineligible for the Flex-Elect Benefit Plan cash option.
 2. The Flex-Elect Benefit Plan cash option shall be reinstated July 1, 2022. For those eligible, enrollment for the Flex-Elect Benefit Plan shall be open April 1, 2022.
 3. This payment shall not be considered as “compensation” for purposes of retirement.
- B. Notwithstanding any other provision of this MOU, the State may implement changes to the provisions of 11.2 titled “Improving Affordability and Access to Healthcare” or this Side Letter when CalHR determines such changes are necessary in order to comply with state and federal law. CalHR’s interpretation of state and federal law may be based on administrative policies, regulations, or any other guidance interpreting such laws. The State shall meet and confer with the Union over the effects of any changes made pursuant to this section.
- C. The duration of subdivision (A) of this Side Letter expires by its own terms or if the provisions of the section titled “Contract Reopener Language – Elimination of Pay Decreases and Suspensions” are triggered.

TELEWORK

Recent experience has demonstrated the benefits and challenges arising from telework programs. The State and the Union commit to work together to transform state government by expanding teleworking on as large a scale as possible.

The State and the Union agree that the use of telework will not result in layoffs.

COST SAVINGS TASK FORCE

Both parties understand the seriousness of the State's budget deficit and the need for budget savings. Further, the parties acknowledge the uncertainty of the fiscal crisis and

its duration. In the spirit of collaboration, the parties agree to establish a joint Cost Savings Task Force to discuss, identify and recommend cost savings solutions. In particular, the task force shall endeavor to find cost savings sufficient to fund the General Salary Increase (GSI) scheduled for July 1, 2021. If such cost savings are not mutually agreed upon by the parties on or before March 30, 2021, the GSI shall be deferred through June 30, 2022. The cost savings must be in addition to the efficiency and cost savings measures already assumed in the 2021-22 Governor's budget. The determination of the sufficiency of funding shall be at the sole discretion of the Director of Finance.

The State and the Union shall each designate one (1) co-chair. The task force shall consist of no more than eight (8) management representatives selected by CalHR, including at least one representative from the Department of Finance, and no more than eight (8) union representatives selected by the Union. By mutual agreement the size of the task force may be adjusted. Upon mutual agreement subject matter experts may be invited as needed to attend the meetings and provide expertise. Task force members and employee subject matter experts shall serve without loss of compensation.

The task force shall meet quarterly starting in August 2020 but may adjust the schedule by mutual agreement.

CONTRACT REOPENER LANGUAGE – ELIMINATION OF PAY DECREASES AND SUSPENSIONS

A. Due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding 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 and wages that were to become effective on July 1, 2020, are hereby suspended until July 1, 2022:

- Section 11.1 (A) (1) (GSI, 2.5%)

- B. The remainder of the MOU, including economic terms of the agreement not specifically related to the pay item listed in paragraph A shall continue in full effect.
- C. The determination of sufficient funding to restore the reductions 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, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
 - 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, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
- D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced 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, at their sole discretion, Article 11.1.A.1. Salaries, the General Salary Increase of 2.5% shall become effective on July 1, 2022.

F. If the Governor and Legislature do not draw funds from the rainy day fund to cover revenue shortfalls, the PLP 2020 in fiscal year 2021-22 will be discontinued.

NO FURTHER REDUCTIONS

The MOU, shall continue in full effect, subject to the exceptions noted in this Side Letter. The State shall not seek additional employee compensation reductions from SEIU Local 1000 represented employees.

DISPUTE RESOLUTION PROCESS

The Union and the State agree that any grievances concerning the terms of this Side Letter shall be initiated at the CalHR level, per Section 6.9 of the current MOU between the parties. A copy of the grievance shall be provided to the department upon submission to CalHR.

The Union and the State agree that the mini-arbitration process, Section 6.14 of the current MOU, shall be the exclusive means to resolve any disputes concerning this Side Letter.

Notwithstanding the language in Section 6.14, the State's participation in the mini-arbitration process is mandatory.

Attachment 1 to Side Letter Agreement

Unit 4

1323	Legislative Clerk, range A	5.04%
1323	Legislative Clerk, range B	5.03%
1379	Office Assistant (Typing), range A	3.39%
1379	Office Assistant (Typing), range B	3.39%
1181	Word Processing Technician, range A	7.17%
1181	Word Processing Technician, range B	7.19%

1733	Account Clerk II	7.15%
1432	Support Services Assistant (General), range A	5.04%
1432	Support Services Assistant (General), range B	5.04%
1844	Service Assistant (DMV Operations)	7.12%
6410	Benefit Program Specialist (CalPERS), range A	7.12%
6410	Benefit Program Specialist (CalPERS), range B	7.12%
6410	Benefit Program Specialist (CalPERS), range C	7.13%
1898	Motor Vehicle Assistant, range A	7.14%
1898	Motor Vehicle Assistant, range B	7.14%
1973	Tax Technician I, Board of Equalization, range A	7.13%
1973	Tax Technician I, Board of Equalization, range B	7.14%
1974	Tax Technician II, Board of Equalization	4.27%
6291	Personnel Selection Technician, range A	7.12%
1635	Telephone Operator	7.12%
1779	Mailing Machines Operator I, range A	7.12%
1779	Mailing Machines Operator I, range B	7.13%
1780	Mailing Machines Operator II	4.77%
1697	Interagency Messenger	7.12%
9587	Tax Program Technician I, Franchise Tax Board	8.88%
9588	Tax Program Technician II, Franchise Tax Board	8.89%
6412	Senior Benefit Program Specialist (CalPERS)	0.55%
6291	Personnel Selection Technician, range B	7.13%
1897	Motor Vehicle Representative, range A	2.02%

1897	Motor Vehicle Representative, range B	2.04%
1897	Motor Vehicle Representative, range C	2.04%

Unit 11

3906	Safety Engineering Technician, range A	2.52%
3906	Safety Engineering Technician, range B	2.51%
3906	Safety Engineering Technician, range C	2.51%
3873	Air Resources Technician II	7.21%

Unit 15

1984	Lead Security Guard	3.61%
2006	Custodian (Correctional Facility)	5.04%
2005	Lead Custodian (Correctional Facility)	3.04%
2011	Custodian I	5.04%
2003	Custodian II	3.04%
1956	Armory Custodian I	3.04%
2043	Housekeeper, range A	5.07%
2193	Food Service Technician II, range A	10.27%
2194	Food Service Technician I, range A	5.14%
2198	Food Service Worker I (Safety), range A	5.14%
2199	Food Service Worker II/SF (Safety), range A	10.27%

Side Letter #7 – Gender Neutral Pronouns

The parties agree to use gender neutral pronouns throughout the provisions of this Contract. By changing these pronouns to make them gender neutral, neither party intends any change to the intent of the language or past practice.

Side Letter #12 – Public Employee Communication

The Public Employee Communication agreement dated April 5, 2018 shall remain in effect.

Side Letter #14 - PLP 2012

In support of Article 8.32 of this Memorandum of Understanding, the State and the Union agree to continue paragraphs 3.1, 4, 6, 7, 8, 9, 12, 14, and the Dispute Resolution Process of the attached Side Letter through the duration of the Agreement. All other provisions of the Side Letter shall be of historical significance only. If the MOU conflicts with any of the above cited paragraphs of the Side Letter, the MOU shall control.

Side Letter #15 Department Name Changes

The parties recognize that during the term of this Agreement Departments/Agencies names may change and may be modified in this Agreement accordingly.

Side Letter #17 - Employee Work Locations

Once a year, the Union may request a department to provide information regarding the physical location (e.g., division, floor, yard, building, cubicle, etc.) of SEIU 1000 represented employees at any worksite. When possible this information shall be provided electronically.

Departments are not requested to create the information requested. The department will provide information if it already exists or is currently maintained.

This provision is not subject to the grievance and arbitration procedure of this Contract.

Side Letter #18 - Contract Completion

If any existing Contract language was not rolled over, the parties will meet and rollover the language.

APPENDIX B

Side Letter 8.1 – EDD Tax Tools October 19, 2000

The Employment Development Department (EDD) Field Audit Compliance Division (FACD), Audit Program Tax Administrators I, EDD Tools Package agreement of October 19, 2000 was revised by management in 2014.

Side Letter 9.1 – EDD Quality Assurance Review (QAR)

The Employment Development Department (EDD) Quality Assurance Review (QAR) agreement of February 28, 2001 was revised by management in 2014.

Side Letter 10.1 and 11.1– INTENTIONALLY EXCLUDED

Side Letter 12.1 – California Environmental Protection Agency (CalEPA) Agreement dated October 2000

The October 2000 agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

Side Letter 16.1

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.