



**Agreement Between**

**The State of California and**

**California Statewide Law Enforcement Association (CSLEA)**

**covering**

**BARGAINING UNIT 7**

**PROTECTIVE SERVICES AND PUBLIC SAFETY**

**Effective**

**July 1, 2023 through June 30, 2026**

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## **PREAMBLE**

This CONTRACT, hereafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to Sections 19815 and 3517 of the Government Code, and California Statewide Law Enforcement Association, hereafter referred to as CSLEA, has as its purpose the promotion of harmonious labor relations between the State and CSLEA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

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 certification S-SR-7, the State recognizes CSLEA as the exclusive negotiating agent for all employees in the Protective Services and Public Safety Unit 7.
- B. Pursuant to Government Code Sections 19815.5 and 3517, CSLEA recognizes the Director of the California Department of Human Resources (CalHR), or designee as the negotiating representative for the State and shall negotiate exclusively with the Director or designee, except as otherwise specifically spelled out in the Contract.

## **ARTICLE 2 – CSLEA RIGHTS**

### **2.1 CSLEA Representatives and Board Members**

- A. The State recognizes and agrees to deal with designated representatives of CSLEA on all matters relating to grievances. On all other matters, the State agrees to deal only with CSLEA staff representatives or Unit 7 employees who have been specifically authorized by CSLEA to handle such matters.
- B. A written list of CSLEA Board members and representatives serving each work location, listed by department, shall be furnished to the State immediately after their designation, and CSLEA shall notify the State promptly of any change of CSLEA Board members or representatives. CSLEA representatives shall not be recognized by the State until such lists or changes thereto are received. There shall be no more than one (1) CSLEA representative and, at CSLEA's option, two (2) alternates per department per work location.

1. However, in work locations where Unit 7 employees work a twenty-four (24) multiple shift schedule, the number of designated site representatives shall be as follows:
  - a. For work locations with less than fifteen (15) Unit 7 employees, there shall be no more than three (3) CSLEA representatives per location.
  - b. For work locations with fifteen (15) to fifty (50) Unit 7 employees, there shall be no more than four (4) CSLEA representatives per location.
  - c. For work locations with more than fifty (50) Unit 7 employees, there shall be no more than six (6) CSLEA representatives per location.
  - d. CSLEA shall, at the request of the State, designate a chief representative at such multiple shift locations.
- C. Upon request of an aggrieved Unit 7 employee, a CSLEA representative may investigate the grievance, provided it is in the aggrieved employee's regular work location, and assist in its presentation. The employee shall be allowed reasonable release time for the purpose of representing aggrieved employees in Unit 7 during working hours without loss of compensation, subject to prior notification and approval by their immediate supervisor. Approval shall not be unreasonably denied. The aggrieved employee shall also be allowed reasonable release time to confer with their representative and present the grievance during working hours without loss of compensation.
- D. Upon request of a Unit 7 employee who is the subject of an investigation, a CSLEA representative shall be allowed reasonable release time for the purpose of representing Unit 7 employees in Internal Affairs Investigations and "Skelly" hearings during working hours without loss of compensation, subject to prior notification and approval of their immediate supervisor. Employees exercising their "Skelly" rights shall be granted reasonable release time to confer with a representative and to make the "Skelly" presentation during working hours and without loss of compensation.

## **2.2 Access**

CSLEA representatives shall have access to employees for purposes related to the administration of this Contract. Access shall not interfere with the work of the employees. CSLEA representatives seeking access to employees shall notify the department head or designee prior to contacting employees during work time. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, patient care or patient privacy. However, access shall not be unreasonably denied for failure to provide advance notice. Whenever access is restricted other reasonable accommodations shall be made.

## **2.3 Bulletin Boards**

- A. CSLEA and/or CSLEA Affiliates shall have access to employee organization bulletin boards at all work sites with Unit 7 employees to post materials related to CSLEA activities. Any materials posted must be dated and initialed by the CSLEA representative responsible for the posting.
- B. The appropriate department shall provide reasonable bulletin board space for the exclusive use of CSLEA activities. However, at its option and expense, CSLEA may provide and install at one (1) or more facilities a bulletin board (with optional cover and lock) not to exceed 36" x 48" in size and to be placed in a location to be determined by the facility manager.
- C. CSLEA agrees that materials posted shall conform to existing CalHR guidelines.

## **2.4 Use of State Facilities**

- A. The State shall continue to permit use of certain facilities for CSLEA 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, CSLEA shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities incurred as a result of CSLEA's use of such State facilities. Such costs shall not exceed those applied to other users. CSLEA agrees to leave used facilities in the condition in which they were found.
- B. CSLEA representatives and Unit 7 Members shall be permitted minimal and incidental use of State equipment (such as telephone, fax, copy machines and the internet) for representational activities if said equipment is available and utilized as a normal part of their 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. Representational activities shall not include political or partisan activities and emails shall not be used for mass mailings.

## **2.5 Orientation**

- A. Departments employing Unit 7 members shall provide written notification as soon as practicable to CSLEA of any scheduled new employee orientation.
- B. Up to one (1) hour shall be made available during the orientation of employees new to Unit 7 for orientation to the collective bargaining Contract. In each such instance, a representative designated by CSLEA shall conduct such orientation to the Contract and all CSLEA functions and services.
- C. If a department does not hold an orientation within three (3) months of hire, CSLEA shall have the right to hold the orientation at CSLEA's option, but will schedule the orientation so as not to disrupt operations.

## **2.6 No Reprisals**

The State and CSLEA shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract.

## **2.7 Employee Donated Release Time Bank**

- A. Each department with Unit 7 employees shall establish a release time bank. The purpose of the release time bank is to allow Unit 7 employees to voluntarily contribute CTO hours, holiday credits, excess time which exceeds departmental minimum, personal leave time and annual leave, or vacation credits to be used by Unit 7 employees identified by CSLEA for purposes related to employee organization matters not conflicting with the operations of the State employer. The use of the release time bank is subject to reasonable advance notice. The department shall reasonably grant requested release time based on operating needs.
- B. For purposes of this section, all hours shall be treated as equal.
- C. Employees shall execute necessary forms and utilize a code number (to be established by each department) on their attendance form to authorize transfer of existing leave credits consistent with (A) above to withdraw time from the release time bank in increments of one (1) hour. Employees may donate anytime with time credited during the last ten (10) working days of each quarter or anytime they are ordered to reduce their CTO balances.
- D. Upon request from CSLEA, departments shall make available their records of employee donations and withdrawals for reconciliation purposes.
- E. Release time may be transferred between bureaus, divisions, programs, etc. of each department.
- F. Time may be donated by Unit 7 employees across departmental lines, and cross lines of boards and bureaus to a departmental release time bank.

## **2.8 Employee Personal Release Time**

- A. Employees in Unit 7 may use vacation, holiday credit, compensating time off, annual leave, personal leave, excess time which exceeds the department minimum, or absence without pay for purposes related to employee organization matters provided such time away from the job does not interfere with the employer's efficient operations. Employees must request release from the appropriate staff manager or designee, and such release time shall not be unreasonably denied.

- B. Employees may request the department head's approval for leave without pay for up to one (1) year for purposes related to employee organization matters. Such leave without pay will not unreasonably be withheld.

## **2.9 Union Release Time Bank**

In the July pay period of each year, the prescribed vacation and annual leave rates will be reduced for each CSLEA member by no more than two (2) hours. No later than June 15<sup>th</sup>, CSLEA shall notify CalHR of the number of hours to be deducted or the deduction will remain the same as the preceding year. This reduction of vacation/annual leave accrual is for only one (1) pay period a year.

No later than August 15<sup>th</sup> of each year, the State shall credit CSLEA's Union Release Time Bank the specified number of hours for each CSLEA member whose vacation/annual leave was reduced.

SCO will provide CalHR and CSLEA the number of hours credited to the Union's Release Time Bank. All hours shall be treated as equal for purposes of this section.

The State shall credit CSLEA's Union Release Time Bank with four thousand hours (4000) annually in October.

Employees may also donate additional leave to this time bank. Vacation, annual leave, holiday credits, CTO, personal leave (PLP), and excess time can be donated.

There will be no maximum accrual limit.

### **Approval:**

CSLEA will identify authorized CSLEA employees who can request the use of the time bank. Only employees designated by CSLEA, may utilize the Release Time Bank for either representational or other legitimate union business.

Requests for time off should be made as soon as possible and, if practicable, no later than a calendar week before the time is needed. As requested by CSLEA the hours will be deducted from the time bank. If CSLEA decides to not use the requested time, CSLEA must, in writing, cancel some or all the leave. Any cancellations must be forty-eight (48) hours in advance. If the cancellation is received without a forty-eight (48) hour notice, CSLEA's previously approved time may still be deducted.

At all times, time off pursuant to this section is subject to the operational needs of the department. However, when leave is requested under this provision by a CSLEA Board member for the purpose of attendance at a quarterly CSLEA Board of Directors' Meeting or CSLEA Annual Conference/Meeting, the request may only be denied if there would be harm to public service. Filling behind a position on overtime cannot be used as the sole reason for denial of leave under this provision. If filling behind a position with overtime, the Department must immediately notify CalHR and CSLEA. If the position must be filled behind on overtime, then the equivalent of time and one-half (1 ½) must

be deducted from the time bank for all leave hours. For example, twelve (12) hours deducted for an eight (8) hour day, fifteen (15) hours deducted for a ten (10) hour day, six (6) hours deducted for a four (4) hour day, nine (9) hours deducted for a six (6) hour day.

Employees authorized to use time under this section shall utilize a specific code on the Department's attendance report/timesheet.

The time bank must be reconciled on a quarterly basis (at a minimum). As designated by CSLEA, the CSLEA President and one (1) other Unit 7 employee shall be granted full release time under this provision.

## **2.10 Union Leave**

CSLEA shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CSLEA bargaining unit member or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A union leave may also be granted during the term of this agreement at the discretion of the affected department head or designee in accordance with the following:

- A. A union leave shall assure an employee the right to their former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- B. CSLEA 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 a union leave. Effective October 1, 2023, CSLEA agrees to reimburse the affected department(s) for the actual expenses related to the affected employee's salary and benefits, for all the time the employee is off on a union leave.
- C. The affected employee shall have the right to return from union leave earlier than the agreed upon date.
- D. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
- E. Employees on a union leave shall suffer no loss of compensation or benefits.
- F. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
- G. Employees on union leave under this provision and CSLEA shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave, except for those times when the employee returns to work for training, court or a special assignment.

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

## **ARTICLE 3 – DUES DEDUCTION/ORGANIZATIONAL SECURITY**

### **3.1 Union Security**

- A. The State agrees to deduct and transmit to CSLEA all membership dues authorized on a form provided by the Union. The State and CSLEA agree that a system of authorized dues deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:
1. A written authorization for CSLEA dues deductions in effect on the effective date of this Contract or thereafter submitted shall continue in full force and effect during the life of this Contract; provided, however, that any employee may withdraw from CSLEA by sending a signed withdrawal letter to CSLEA within thirty (30) calendar days prior to the expiration of this Contract.
  2. The amount of membership dues and other lawful deductions shall be set by CSLEA and changed by the State upon written notice from CSLEA. CSLEA agrees to notice all affected employees any time there is a change in membership dues or other deductions.
  3. CSLEA agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check-off for CSLEA deductions. CSLEA further agrees that the State employer shall not be liable in any action brought by a State employee alleging improper dues deduction and CSLEA agrees to hold the State employer harmless for any such action. Under no circumstances is membership in CSLEA a condition of State employment for employees covered by this Contract.
  4. CSLEA agrees to fulfill the administrative requirements of the State Controller's Office in conjunction with this provision, and to pay administrative costs incurred by the State Controller, consistent with the provisions of Government Code 1153, section D, provided however, that any increase in such costs shall be applied to CSLEA on a basis consistent with their applications to other recognized bargaining agents.
  5. No provisions of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.

### 3.2 Release of Employee Contact Information

Disclosure of employee contact information to the exclusive representative is specified in the Government Code as summarized below. No provision of this section shall be deemed arbitrable under the grievance and arbitration procedure, except a department's failure to provide information to the exclusive representative as required by this section shall be grievable to CalHR's level.

#### A. Disclosure of Employee Contact Information – Generally

CSLEA and the State recognize the Public Employee Communication Chapter (PECC) (Gov. Code § 355 *et. seq.*). Consistent with the PECC:

1. Within 30 days of hire or by the first pay period of the month following hire and every 120 days thereafter, departments shall provide CSLEA with the name, job title, department, work location, work, home telephone number, personal cellular telephone numbers, personal email address on file with the department, and home address for all non-law enforcement related employees.

For law enforcement related employees, departments shall provide CSLEA with the name, job title, department, work location, work telephone number on file with the department within 30 days of hire or by the first pay period of the month following hire and every 120 days thereafter. Departments shall not provide CSLEA with the home telephone number, personal cellular telephone number, personal email address or home address of law enforcement related employees.

2. Departments shall not provide the home address, personal cellular telephone number, home telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code Section 6205, *et. seq.*
3. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code Section 6254.3.

#### B. Employee Request to Withhold Personal Contact Information

Notwithstanding any other provision of this agreement, any employee may have their personal contact information (home telephone and personal cellular telephone numbers, personal email address and home address) withheld from the union at any time by submitting a written request to their appointing power on a form provided by the State.

C. Employee Personal Contact Information Confidentiality

Employee home address, home telephone number, personal cellular telephone number, and personal email address shall be maintained as confidential by the CSLEA and shall only be used by CSLEA for representational purposes. CSLEA shall take all reasonable steps to ensure the security of employee personal contact information (home address, home telephone number, personal cellular telephone number, and personal email address) and shall not disclose or otherwise make employee personal contact information available to any person, entity, or organization.

D. Non- Arbitrability

CSLEA and the State agree that the provisions of the PECC come within the jurisdiction of the Public Employment Relations Board (PERB) and unless otherwise specified in this section, any alleged violations of Section 3.2 (A) shall not be subject to the grievance and arbitration procedure set forth in Article 6 of this MOU.

E. Hold Harmless and Indemnification

Notwithstanding any other provision of this agreement, CSLEA agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless and to indemnify them for costs and fees they incur in defending challenges of any nature and against any suit, including but not limited to actions brought by a state employee for improper use of disclosure of employee contact information.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.1 Management Rights**

- A. Except for those rights which are expressly abridged or limited by this Agreement, all rights are reserved to the State.
- B. Consistent with this 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; to layoff, assign, schedule and train employees; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order.

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

## **ARTICLE 5 – GENERAL PROVISIONS**

### **5.1 No-Strike**

- A. During the term of this Contract, neither CSLEA or its agents or any Bargaining Unit 7 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. CSLEA agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.
- C. The State may discharge, suspend, demote, or otherwise discipline any employee who violates this section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this section.

### **5.2 Supersession**

- A. The following Government Code sections and current rules pertaining thereto are hereby incorporated into this Contract. However, if any other provision of this Contract is in conflict with any of the Government Code sections listed below, such Contract provision shall be controlling. The Government Code sections listed below are cited in section 3517.6 of the Ralph C. Dills Act.

#### **1. General**

- 19839 Provides lump-sum payment for unused vacation accrued or compensating time off upon separation.

#### **2. Step Increases**

- 19829 Requires CalHR to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual merit salary adjustments (MSA) 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 (2) years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specific instances.

### 3. Holidays

- 19853 Establishes legal holidays.
- 19854 Provides for personal holiday.

### 4. Vacations

- 19858.1 Defines amount earned and methods of accrual by full- time employees.
- 19856 Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one (1) State agency to another.
- 19856.1 Requires CalHR to define the effect of absences of ten (10) days or less on vacation accrual.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19143 Requires CalHR to establish rules regarding vacation credit when employees have a break in service over six (6) months.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

### 5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full- time and part-time employees.
- 19861 Allows CalHR to define the effect of sick leave credits of absences of ten (10) days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.

- 19862.1 Allows employees who enter civil service from an exempt position within six (6) months to carry unused sick leave credit.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19864 Allows the CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Provides sick leave accumulation for non-civil service employees.
- 19143 Requires CalHR to establish rules regarding sick leave credit when employees have a break in service over six (6) months.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

#### 6. Paid Leaves of Absence

- 19991.3 Jury duty.
- 19991.5 Thirty (30) days education leave for the medical staff and medical technicians of the Veterans' Home.

#### 7. Uniforms, Work Clothes, and Safety Equipment

- 19850.1 Provides for uniform allowance.
- 19850.3 Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
- 19850.4 Provides for guidelines for furnishing, maintenance, ownership and replacement of work clothes for State employees.

#### 8. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three (3) day waiting period, unless hospitalized or disabled more than fourteen (14) days.
- 19876 Provides for payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes CalHR to adopt rules governing IDL.
- 19877.1 Sets effective date.

#### 9. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes CalHR to establish rules governing NDI.

#### 10. Health Insurance

- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.
- 22871.3 Sets employer contribution.

## 11. Workweek

- 19851 Sets forty (40) hour workweek and eight (8) hour day.
- 19843 Directs the CalHR to establish and adjust workweek groups.

## 12. Overtime

- 19844 Directs CalHR to establish rules regarding cash compensation and compensating time off.
- 19845 Authorizes the department to provide overtime payments as prescribed by the Fair Labor Standards Act to State employees, notwithstanding any other provision in the Government Code.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within twelve (12) calendar months after overtime worked.
- 19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19849.4 Provides for expenses as limited by the department for overtime work and travel when the employee is working at headquarters.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

## 13. Callback Time

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

## 14. Deferred Compensation

- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

## 15. Relocation Expenses

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

## 16. Travel Expenses

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

## 17. Unpaid Leaves of Absence

- 19991.1 Allows the appointing power to grant a one (1) year leave of absence; assures the employee a right of return.
- 19991.2 Allows the appointing power to grant a two (2) year leave for service in a technical cooperation program.
- 19991.3 Jury duty.
- 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 (1) year of pregnancy leave or less as required by a permanent female employee.

## 18. Performance Reports

- 19992 Provides for establishment of performance standards by State agencies.
- 19992.1 Provides for a system of performance reports and allows CalHR to enforce adherence to appropriate standards.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by CalHR rule.
- 19992.4 Allows CalHR to establish rules leading to reduction in class competition and compensation or dismissal for unsatisfactory service.

## 19. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires sixty (60) days prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.
- 19994.4 Provides for the filing and time for making protests with the appointing power.

## 20. Demotion and Layoff

- 19143 Requires CalHR to establish rules concerning seniority credits for employees with breaks in service over six (6) months.
- 19837 Authorizes payment above maximum rate of class.
- 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 the 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 thirty (30) days written notice prior to layoff and not more than sixty (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.

#### 21. Incompatible Activities

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

#### 22. Use of State Time

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

#### 23. Training

19995.1 Provides for the prescription of conditions for training of State employees.

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

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

#### 24. Overpayment to Employee

19838 Provides that reimbursement shall be made to the state through one of the methods mutually agreed to by the employee and the state.

### **5.3 Publication of Contract**

Each party shall be responsible for publishing the Contract to meet its own needs.

### **5.4 Savings Clause**

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

## **5.5 Non-Discrimination**

- A. The State employer and CSLEA agree that neither party will discriminate against any Unit 7 employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical handicap, sexual orientation, or political affiliation, and agree to take such action as necessary to assure that this purpose is achieved.
- B. Alleged violations of this section shall not be grievable under the grievance procedure contained in Article 6 of this Contract. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure.

## **5.6 Department Defined**

For the purposes of this contract, in recognition of the statutory constraints governing the Department of Consumer Affairs, the word "department" shall mean each Board, Commission, Committee or other similarly constituted body exercising powers within the Department of Consumer Affairs.

# **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

## **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 Definition**

- A. A grievance is a dispute of one (1) or more employees, or a dispute between the State and CSLEA involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one (1) or more employees involved in the application or interpretation of a 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 CSLEA, an employee, or the State.
- E. A "CSLEA Representative" refers to an employee designated as a CSLEA site representative or a paid staff representative.

### **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**

Upon mutual agreement of the parties, a grievance conference may be held at any step of the grievance procedure. If a grievance conference is scheduled, the grievant and/or the CSLEA representative may attend without loss of compensation.

### **6.6 Employee Rights**

- A. Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without the approval of CSLEA.
- B. CSLEA shall be provided copies of all third (3<sup>rd</sup>) level grievance responses. Such responses shall be mailed to CSLEA headquarters.

### **6.7 Informal Discussion**

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

### **6.8 Formal Grievance – Step 1**

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
  - 1. Fourteen (14) calendar days after the event or circumstances occasioning the grievance; or after the employee should reasonably have been aware of the event or circumstances occasioning the grievance; or

2. Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.
  - C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first (1<sup>st</sup>) level of appeal.
  - D. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first (1<sup>st</sup>) level of appeal shall respond in writing to the grievance.
  - E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

### **6.9 Formal Grievance – Step 2**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second (2<sup>nd</sup>) level of appeal. If the department head or designee is the first (1<sup>st</sup>) level of appeal, the grievant may bypass Step 2.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second (2<sup>nd</sup>) level of appeal shall respond in writing to the grievance.
- C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

### **6.10 Formal Grievance – Step 3**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third (3<sup>rd</sup>) level of appeal. If the department head or designee is the second (2<sup>nd</sup>) level of appeal, the grievant may bypass Step 3.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third (3<sup>rd</sup>) level of appeal shall respond in writing to the grievance.

#### **6.11 Formal Grievance – Step 4**

- A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the CalHR or designee. The grievance appeal shall be submitted to CalHR electronically to [Grievances@calhr.ca.gov](mailto:Grievances@calhr.ca.gov).
- 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.

#### **6.12 Response**

Failure of the grievant or CSLEA to comply with the time limits of this Article (except 6.13) shall render the grievance null and void. If the State fails to respond to a grievance within the time limits specified of that step, the grievant shall have the right to appeal to the next step.

#### **6.13 Formal Grievance – Step 5**

- A. If the grievance is not resolved at Step 4, and CSLEA intends to advance the grievance to arbitration, then CSLEA must submit a written request stating its desire to proceed to arbitration to the assigned CalHR Labor Relations Officer, within thirty (30) calendar days after the date of the fourth (4<sup>th</sup>) level response.
- B. Within one hundred twenty (120) calendar days from the date CSLEA submits a timely written request to arbitrate, as specified in section (A) above, CSLEA shall notify the assigned CalHR Labor Relations Officer and CalHR Legal in writing that it has received the authorization and approval from its Legal Representation Committee to proceed to arbitration. This notification shall be identified for purposes of this procedure as CSLEA's "second demand" for arbitration. Upon receipt of CSLEA's "second demand" for arbitration letter, CalHR shall have thirty (30) calendar days for case review.
- C. After the time period in B above, the parties shall have ten (10) calendar days in which to mutually agree upon the selection of the arbitrator.
- D. If the parties fail to agree upon the selection of an arbitrator, CSLEA may initiate a request within thirty (30) calendar days from C above, to the State Conciliation and Mediation Service or Federal Mediation and Conciliation Service for a list of nine (9) arbitrators with experience in labor law. With the exception of Labor Law experience, and absent agreement between the parties, the list request shall not contain any criteria that filters or narrows the pool of arbitrators from which the list is compiled. A copy of the request must be copied "cc'd" to the CalHR Legal representative. Failure to provide the CalHR with a copy of the request shall invalidate the request.
- E. Upon receipt of the list, the parties shall alternately strike names until one (1) name remains and this person shall be the arbitrator. The party to strike first shall

be determined by a “coin-flip” with the party winning the coin-flip having the discretion to strike first or second.

- F. The parties shall commence striking arbitrators within ten (10) work days of receiving the list.
- G. The arbitration hearing shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, including but not limited to any cost for obtaining lists of arbitrators, unless agreed upon otherwise.
- H. Unless this time is extended by mutual agreement of the parties, CSLEA shall request hearing dates from the arbitrator that fall within sixty (60) work days of the selection of the arbitrator, subject to availability.
- I. The grievance and related demands for Arbitration shall be deemed withdrawn and the matter dismissed if CSLEA fails to comply with the time limits of 6.13 (A) & (B).
- J. 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 (unless a specific section identifies non-arbitrability) shall be subject to arbitration. The award of the arbitrator shall be final and binding upon the parties.

## **6.14 Health and Safety Grievances**

- A. It is the policy of the State employer to provide reasonable safeguards for the protection of the health and safety of all employees.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the worksite as free from danger to the life, safety or health of employees as the nature of the work permits.
- C. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.
- D. Nothing in this procedure shall be interpreted as an authorization to fail to follow orders or instructions. Departmental orders and State policy require that orders be obeyed promptly even where inherent risk is involved or where the employee does not personally agree with the order.
- E. 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 a danger to their safety and health.

- F. When the Union feels that there exists a clear and present danger of an imminent and severe threat to the health and safety of the employees, the union may invoke the Immediate Dispute Resolution-Health and Safety provision in Section 6.15 of this contract.
- G. When an employee in good faith believes that an otherwise unsafe condition exists, the employee will so notify their supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action, and either direct the employee to temporarily perform some other task or direct the employee to proceed with the assigned duties. If the Union or the employee still believe the unsafe conditions exist, 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 supervisor pursuant to Section 6.7 of this article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department as the second (2<sup>nd</sup>) level of appeal.
    - b. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second (2<sup>nd</sup>) level of appeal shall respond in writing to the grievance.
  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 within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the third (3<sup>rd</sup>) level of appeal. If the department head or designee is the second (2<sup>nd</sup>) level of appeal, the grievant may bypass Step 3.
    - b. Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the third (3<sup>rd</sup>) level of appeal shall respond in writing to the grievance.
    - c. If the grievance is not resolved at Step 3 within thirty (30) calendar days after receipt of the third (3<sup>rd</sup>) step response, the Union shall have the right to appeal to the CalHR. The grievance appeal shall be submitted to CalHR electronically to [Grievances@calhr.ca.gov](mailto:Grievances@calhr.ca.gov).
- H. If the grievance cannot be resolved at Step 4, within thirty (30) calendar days after receipt of the fourth (4<sup>th</sup>) step response the Union may submit the grievance to arbitration pursuant to Step 5 of the grievance section of this contract. The

selection of the arbitrator shall be in accordance with the grievance and arbitration section of this contract.

## **6.15 Immediate Dispute Resolution-Health and Safety**

- A. When the union believes that there exists a clear and present danger of an imminent and severe threat to the health and safety of Unit 7 employees and the elimination of that danger cannot be accomplished at the local level, CSLEA may invoke the provisions of this section as follows:
1. Within forty-eight (48) hours (Monday through Friday) of becoming aware of the alleged threat CSLEA may contact the department's Labor Relations Officer with specific information regarding the alleged threat to the health and/or safety of the employees. Contact at DSH and DDS shall be made at the facility level.
  2. The Labor Relations Officer may resolve the dispute or may refer the matter down to a lower management level.
  3. If the dispute is referred to a lower management level, CSLEA will commence informal discussions at the designated level within twenty-four (24) hours (Monday through Friday).
  4. The Labor Relations Officer may also participate in any informal discussion at any time.
  5. If a mutual resolution is not achieved within forty-eight (48) hours (Monday through Friday) from the time the dispute was referred to the lower management level CSLEA may request informal talks with level 3 of the grievance and arbitration procedure.
  6. If a mutual resolution is not achieved within twenty-four (24) hours (Monday through Friday) of the dispute being presented at level 3, CSLEA may present the dispute to the CalHR.
  7. If a mutual resolution is not achieved within twenty-four (24) hours (Monday through Friday) of the dispute being presented at that level, CSLEA may request the dispute be submitted to immediate arbitration.
  8. The State shall request the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to the parties a panel of five (5) names. The first arbitrator, who can be available for arbitration within ten (10) calendar days of the date the list is provided, or on a date mutually agreed to by the parties, shall be selected. CSLEA shall make the first selection, and the parties shall thereafter alternately make selections until an arbitrator is available or the panel is exhausted, a second panel shall be requested.

9. The arbitrator shall have no authority to add to, delete or otherwise alter any provision of the contract, but shall limit the decision to the facts and circumstances as provided at arbitration.
  10. The arbitrator shall make a decision solely on any written record previously submitted by the parties, with each party also providing a copy to the other party, on any oral presentation, and on any documentation submitted at arbitration. Only the arbitrator may ask questions of the other party. Statements of witnesses may be submitted in the form of an affidavit.
  11. The Arbitrator shall make a bench decision which is binding on the parties.
  12. The costs of the arbitration shall be borne equally by the parties.
- B. It is understood that references to health and safety conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.
- C. Time limits may be extended at any step by mutual agreement of the parties.
- D. The parties agree that the intent of this procedure is to provide an avenue for urgent communications between the parties at the appropriate level in order to timely clear up misunderstandings that may seriously affect employees.

## **6.16 Performance Grievance**

Notwithstanding any other provision in this contract, performance appraisals and performance standards may be grievable up to the third (3<sup>rd</sup>) level of the grievance process.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

### **7.1 Shifts and Days Off Scheduling**

- A. Insofar as this policy does not adversely affect or interfere with the efficient performance, cost or levels of service based on employee skills, abilities, training needs and corrective actions, it shall be the policy of the State to allow Unit 7 employees to bid on shift and days off based on seniority within their classification at the respective work location, unless otherwise specified in this contract.

A shift shall be defined as "actual regularly scheduled hours of work". The employer shall endeavor to have all shift and days off bidding completed so that the work schedule can be posted two (2) weeks prior to the start of the upcoming work schedule, but in no case less than ten (10) days prior.

This policy only applies to locations where employees have fixed shifts and/or fixed days off.

During a shift bid, if an employee misses their time/slot to bid for shift and days off, they shall forfeit their place in seniority. However, an employee who misses their time/slot shall be inserted into the shift bid process at the point in time they contact the designee to make their bid.

## B. Seniority

### 1. California Highway Patrol Public Safety Operator and Public Safety Dispatcher.

Seniority<sup>1</sup> for shift assignments and days off in all areas shall be based on departmental seniority within classification. CHP shall maintain current practice and meet and confer over the impact of any change in practices.

- a. Those areas wishing to utilize a shift rotation and/or regular day off rotation program can do so by a two-thirds (2/3) vote of those who have a biddable interest. To determine the two-thirds (2/3) of eligible employees required to vote in favor of the change, the CC's number of eligible employees shall be multiplied by .66 and rounded to the nearest whole number. For example, a CC with eighteen (18) eligible employees multiplied by .66 would equal 11.88. Therefore, twelve (12) out of eighteen (18) eligible employees are required to vote in favor of the change.
- b. Those areas on a rotation shift requesting to change back to a seniority signup can do so by a majority vote (50+1) of those who have a biddable interest.
- c. The vote will be conducted by CSLEA and only Public Safety Operators/Dispatchers who are eligible to bid for shifts/regular days off at the time the vote is held shall be permitted to participate.
- d. The above process can be deviated from upon mutual agreement of both the State and CSLEA.

Departmental seniority within classification is defined as: Total departmental service in the classification. Service in a Public Service Employment (CETA) position performing the duties of a Public Safety Dispatcher (Service Desk Operator) prior to July 1, 1982, provided such service was immediately followed by a civil service appointment to Public Safety Dispatcher shall be considered time in classification.

Ties in departmental seniority within classifications shall be broken by:

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<sup>1</sup> Seniority as defined by CalHR rules

- a. Seniority within Unit 7;
  - b. Longest continuous departmental service regardless of classification;
  - c. State Service Seniority;
  - d. The highest social security number (last four digits) signifies highest seniority.
2. Department of Parks and Recreation
- a. State Park Peace Officer
    - (1) Seniority for bidding on shifts and days off in the Department of Parks and Recreation shall be by class seniority in the scheduling location in accordance with current practices.
    - (2) Seniority in the scheduling location shall be based on continuous assignment at the scheduling location, provided that temporary or other assignment out of the scheduling location for less than a six (6) month period shall not be considered a break in continuous service, however, nor shall such work out of scheduling location assignments be used in computing scheduling location seniority. Absence or transfer from a scheduling location for more than a six (6) month period shall result in a loss of scheduling location seniority.
    - (3) Ties in seniority will be broken in order by:
      - State Service Seniority
      - a single coin toss
    - (4) Employees shall not be subject to the post and bid scheduling system during their probationary period.
  - b. Communication Operators
    - (1) Seniority for bidding on shifts and days off shall be by class seniority in the work location.
    - (2) Ties in seniority will be broken in order by:
      - Departmental seniority in any classification;
      - State Service Seniority
      - The highest social security number (last four digits).

3. Department of Forestry and Fire Protection (CAL FIRE) Communications Operator

Seniority for scheduling shifts shall be by seniority defined as total departmental service in the classification.

Ties in Seniority will be broken in the order by:

- a. Departmental seniority in any classification;
- b. State Service Seniority;
- c. The highest social security number (last four digits).

4. Unit 7 Firefighter and Firefighter/Security Officer Classifications Ties on department seniority within classification at work location shall be broken by:

- a. Longest continuous department service regardless of classification;
- b. Seniority within a Bargaining Unit 7 classification;
- c. State Service Seniority;
- d. The highest social security number (last four digits) signifies highest seniority.

5. Department of Justice (DOJ) Security Officers

DOJ Security Officers shall be allowed to bid annually for shift and regular days off based on seniority within their classification.

6. Department of State Hospitals

Hospital Police Officers shall be allowed to bid annually for shift and regular days off based on departmental seniority within their classification. Departmental seniority within their classification is defined as: Total departmental service in the classification, regardless of work location. Officers who transfer to other State Hospitals, voluntarily or involuntarily, shall maintain their seniority when bidding for shift and regular days off during their normal post and bid process.

Ties in seniority will be broken in order by:

- a. Date of Hire
- b. State service seniority
- c. Highest social security number (last 4 digits)

### C. Shift Changes

1. The employer shall endeavor to provide fourteen (14) calendar days advance notice when an employee's shift is permanently changed. In no case shall there be less than ten (10) calendar days notice. Permanent means a change lasting thirty (30) calendar days or more. For changes lasting less than thirty (30) calendar days, the State shall provide at least twenty-four (24) hours advance notice.

Advanced notice shall be direct written communication to the impacted employee(s).

2. These notice requirements shall not be applicable in those work settings where employees routinely change shifts.
3. In case of an emergency or other unanticipated operational need, notice requirements shall not apply to a non-permanent change.
4. Employees may be required to adjust their work hours in order to avoid unnecessarily incurring overtime. However, an employee's shift shall not routinely be adjusted merely to avoid the payment of overtime compensation. Any disputes regarding this paragraph shall be grievable up to the CalHR level.

### D. Split days off

Absent an operational need, an employee's regularly assigned days off shall not be split without the agreement of the employee. Parties agree that operational need does not include splitting the days for training purposes.

## 7.2 Alternate Work Schedules and Flexible Work Hours

- A. Unless otherwise specified herein, the regular workweek of full-time Unit 7 employees shall be forty (40) hours and the regular work shift shall be eight (8) hours. The State may establish, pursuant to an operational need or a request from CSLEA, alternate work schedules (AWS) for Unit 7 employees.

Once established, this schedule, absent an emergency, shall not be changed without thirty (30) calendar days' notice. CSLEA, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

CSLEA recognizes that AWS or flexible working hours is unique to the demographics and operational demands of a particular work location. Management reserves the right to schedule conducive to the particular needs of the work location.

- B. The State may establish, pursuant to an operational need or a request by either a CSLEA representative or an employee, flexible work hours. Unit 7 employees

who are placed on flexible work hours will comply with reasonable procedures established by their department.

Once established, this schedule, absent an emergency, shall not be changed without thirty (30) calendar days' notice. CSLEA, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

- C. Employees currently working an alternate work schedule shall not have their schedules arbitrarily or capriciously revoked or amended. For the purposes of this section, a legitimate operational need is not considered arbitrary or capricious.

Employees may be required to adjust their work hours in order to avoid unnecessarily incurring overtime. However, an employee's shift shall not routinely be adjusted merely to avoid the payment of overtime compensation. Any disputes regarding this paragraph shall be grievable up to the CalHR level.

- D. This provision covers "alternate work schedules" and "flexible work hours" defined as follows: An "alternate work schedule" is a fixed work schedule other than standard work hours as defined in (A) above (such as but not limited to the 4-10-40 and or 9-8-80). "Flexible work hours" is a work schedule which allows for the change of work schedules on a daily basis but with fixed core hours.
- E. When the State assigns employees for thirty (30) calendar days or more to an alternate work schedule/flexible work hours, and when such schedule is involuntarily assigned the State shall provide CSLEA thirty (30) days' notice. CSLEA, if requested, shall be given the opportunity to meet and confer over the impact of the change.
- F. Unit 7 employees who are working an AWS shall be required to maintain a specified leave balance based upon departmental policies. During a month where deficit hours occur (due to the AWS or flexible work hours schedule), and the Unit 7 employee has no excess time to draw from in order to complete the required hours for the pay period, vacation, compensating time off, holiday credits, other available leave credits (except sick leave) or dock may be used. Excess time shall not be used in lieu of vacation credits.
- G. For CHP: Notwithstanding above, CSLEA may request to change to or from an alternate work schedule at a Communications Center (CC). CSLEA's request may be submitted to the Commander of the CC only after a minimum of two-thirds (2/3) of the affected and eligible employees have voted in favor of the change.
  - 1. To determine the two-thirds (2/3) of eligible employees required to vote in favor of the change, the CC's number of eligible employees shall be multiplied by .66 and rounded to the nearest whole number. For example, a CC with eighteen (18) eligible employees multiplied by .66 would equal 11.88.

Therefore, twelve (12) out of eighteen (18) eligible employees are required to vote in favor of the change.

2. The vote will be conducted by CSLEA and only Public Safety Operators/Dispatchers who are eligible to bid for shifts/regular days off at the time the vote is held shall be permitted to participate.
3. The Commander of the CC will make the final determination regarding whether or not to implement the requested schedule. The determination to discontinue an alternate work schedule will be consistent with sections A, B, and C above.
4. In the event the requested schedule is authorized, it is understood that all Public Safety Operators/Dispatchers assigned to that CC shall participate.

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

### **7.3 Exchanging Days Off or Hours of Work**

A. Unit 7 employees shall be permitted to exchange hours of work or days off with other employees in the same classification, performing the same type of duties within the same work location and working the same workweek schedule, provided:

1. The employees provide their supervisor(s) with a written notice of the exchange at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; approvals shall not unreasonably be withheld.

An employee is entitled to exchange no more than two (2) days or shifts (or more with supervisory approval) within their regularly scheduled workweek; however, the employer may grant additional exchange days. The employees exchanging hours of work shall waive consideration for any additional compensation (e.g.: overtime, holiday credit/pay, shift differential) which they would not have otherwise received. An exchange between two (2) employees is counted as only one (1) exchange per employee.

- B. Exchanges shall not be denied without a work-related reason. If an exchange is denied, the supervisor shall, upon request, provide the affected employee with written reason for the denial.
- C. All swaps must be paid back within ninety (90) calendar days. However, it is not the employer's responsibility to ensure repayment of swaps.

- D. Probationary Unit 7 employees normally shall not be allowed to exchange hours of work with other employees during their probationary period.

#### **7.4 Rest Periods (Public Safety Operators/Dispatchers)**

##### **A. Rest Periods, Public Safety Operators/Dispatchers**

1. The State may grant Public Safety Operators/Dispatchers on an eight (8) hour or twelve (12) hour workday a rest period of fifteen (15) minutes for each four (4) hours of a working period. Public Safety Dispatchers on a 4-10-40 alternate work schedule may be granted a twenty (20) minute rest period within each work period of four (4) or more straight hours of work. Rest periods shall not be granted during the first or last hour of a work period.
2. CHP Public Safety Operators/Dispatchers should take rest periods as described above and as circumstances permit. However, if operating needs cause the Public Safety Operators/Dispatchers to miss two (2) of the break periods in their entirety (at least thirty minutes), the employee shall be compensated for one-half (1/2) hour at the rate of one-and-one-half (1-1/2) times the hourly rate of pay.

#### **7.5 Intentionally Excluded**

#### **7.6 Overtime Compensation**

The State employer and CSLEA agree that the following provisions relating to overtime shall apply to members of Bargaining Unit 7.

- A. Notwithstanding the definition of work under the FLSA, overtime is defined as permitted, ordered or authorized time worked in excess of the regularly scheduled workweek or work period. In order to be compensable by cash or compensating time off (CTO), overtime must be authorized in advance by the appropriate department director or designee, except in an emergency or unavoidable circumstances adversely affecting the operational need. This authorization must be confirmed in writing not later than ten (10) days after the pay period ends. Each department shall maintain complete and accurate records of all compensable overtime worked by its employees. If an employee works unauthorized hours, departments may provide for adjusting the employee's work schedule to ensure that overtime is not accrued. Nothing in this section shall be construed as an authorization for employees to work hours without proper prior approval or to restrict department's authority to take administrative actions for violation of departmental policies.
- B. 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 at the minimum the definitions and requirements of travel

time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

- C. Overtime calculations for cash or CTO will continue to be compensated pursuant to Government Code section 19844.1, unless specified otherwise in subsection (N) and Article 8.
- D. No employee who is considered a salaried employee (under FLSA and DOL regulations) shall have their salary reduced (docked) for absences of less than an entire day.
- E. Compensation for overtime by cash payment or CTO may be made at the option of the appropriate department director 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.
  - 1. DOJ Special Agent Trainees, Special Agents, or Special Agent Supervisors:
    - a. Agents shall have the option of being compensated by CTO for overtime hours worked until the Agent has eighty (80) hours of CTO. Once the employee has accumulated eighty (80) hours in the CTO bank, management shall have the option of compensating overtime either by cash or CTO.
- F. Peace Officer/Firefighters Unit 7 employees may accumulate up to a maximum of four hundred eighty (480) hours of CTO. At times when the accumulation of CTO totals four hundred eighty (480) hours and the employee is ordered to work overtime, the overtime worked shall be compensated by cash.

All other Unit 7 employees may accumulate up to a maximum of two hundred forty (240) hours of CTO. At times when the accumulation of CTO totals two hundred forty (240) hours and the employee is ordered to work overtime, the overtime worked shall be compensated by cash.
- G. Compensable time may be liquidated by CTO or cash at the employer's option. An employee may initiate a request and must be permitted to use time off within a reasonable period of making the request, if it does not unduly disrupt the operations of the agency. Management has the option to reduce accrued CTO by cash or required time off. When CTO time off is ordered, the employee shall be provided reasonable advance notice [at least twenty-four (24) hours] and not be ordered to take such time off in less than shift increments.
- H. Notwithstanding any of the above, and subject only to (I) and (J) below, an employee's CTO balance shall not be reduced by cash payment or ordered CTO, below forty (40) hours without the written agreement of the employee. There shall be no requirement on either the State or any Unit 7 employee that CTO be liquidated within one (1) year of the date it was earned.

1. DOJ Special Agents:
  - a. CTO accumulated in excess of eighty (80) hours may be liquidated or reduced at management's discretion by either cash or CTO. Management shall provide at least seventy-two (72) hours' notice when requiring an employee to take CTO.
  - b. Management may not reduce the employee's CTO balance below eighty (80) hours without the written agreement of the employee.
2. Parks & Recreation
  - a. DPR Unit 7 employees must reduce their CTO balances to a balance of eighty (80) hours or less prior to transferring to another park district.
- I. When an employee leaves the employment of one (1) department and enters the employment of another department without a separation from service within the meaning of Government Code section 18005, the department the employee is leaving shall compensate or allow CTO for all compensable overtime to the employee's credit prior to transfer. The rate of compensation shall be an hourly equivalent based on the employee's monthly salary as of the date of transfer.
- J. When an employee separates from State service, the department the employee is leaving shall compensate or allow compensating time off prior to separation. The rate of compensation shall be the hourly equivalent of the employee's monthly salary as of the date of separation.
- K. Employees covered by the FLSA who are required to work in excess of forty (40) hours per week shall be compensated for overtime either by cash payment or CTO in the following manner:
  1. Cash compensation shall be at one and one-half (1 ½) times the hourly rate.
  2. Compensating time off shall be at one and one-half (1 ½) for each overtime hour worked.
  3. Overtime of at least one-quarter (¼) hour at any one time shall be compensated. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if half (½) or more of the period is worked. Smaller fractional units will not be accumulated.
- L. Notwithstanding section (A) above, when an employee is called back to work after completing a full shift, or when an employee continues to work past the regular shift hours, if the overtime continues for six (6) hours or more the employee may, subject to the approval of the employer, apply those hours towards the employee's next shift of work if the next shift falls within the twenty-four (24) hours immediately following the shift in which the overtime was earned, if the shift falls within the FLSA workweek. If an employee does not work sufficient hours to cover

all the hours of the following shift, the employee shall be entitled to use time from the employee's appropriate leave credits to make up the difference.

- M. No charge for time off shall be made against the employee for the one (1) hour not worked by employees when Standard Time changes to Daylight Savings Time. Time shall be credited for the additional hour worked by employees when Daylight Savings Time reverts to Standard Time.
- N. Mandatory Overtime - DSH Hospital Police Officers, DDS Peace Officers, CHP Dispatch Operator and Dispatchers, Communications Operators (Various Departments) and DMV Licensing Registration Examiners.

Notwithstanding any other provision of this contract, effective the pay period following ratification, before an employee in one of the above listed classifications is required to work mandatory overtime, management will make every effort to schedule overtime first for those employees who have not taken leave during the week. Employees who have taken leave during the workweek may be mandated overtime only as a last resort.

In order to meet required staffing needs, if an employee is mandated to work overtime in the same work week in which they use approved leave, then that approved leave (except sick leave, annual leave used as sick leave, or any other leave used for sick leave purposes) will be considered hours worked for purposes of calculating overtime.

## **7.7 Overtime and Spikes – CCC**

### **A. EMERGENCY ASSIGNMENT ONLY**

For classes and positions in the California Conservation Corps with a duty week which includes working at an emergency site, the following shall apply:

1. The appointing power shall determine when an individual has been assigned to an emergency assignment utilizing the following criteria:
  - a. A state of emergency is declared by the governor; limited to the area designated under the executive order; or
  - b. Emergency fire fighter response assignments when dispatched by the California Department of Forestry and Fire Protection (CAL FIRE) or U.S. Forest Service.
  - c. Emergency response assignments when dispatched by the Office of Emergency Services.
  - d. Emergency response assignments, designated as an emergency assignment, by the Director of the CCC, or designee.

2. Employees assigned to an emergency will be compensated in the following manner:
  - a. All hours physically worked at straight time compensation per day until the employee has physically worked forty (40) hours in one (1) work week. Hours worked in excess of forty (40) shall be compensated in accordance with the provisions of section 7.6 of this contract.
  - b. The Conservationist I/II when assigned to an emergency may be released from duty. Employees who are relieved of their duties at the emergency will only be compensated for actual hours physically worked. Employees will not be compensated for hours while relieved from duty.
  - c. Employees who are relieved of their duties and are called back to the emergency operation shall be compensated for travel time and all hours physically worked.
  - d. Any Conservationist who is not released from duty and serves for the entire day shall be compensated at sixteen (16) hours per day at straight time until the employee has physically worked in excess of forty (40) hours in one (1) workweek.
  - e. Eight (8) hours of uninterrupted sleep per day shall not be compensated. If Conservationists are required to return to regular duties during the eight (8) hours of uninterrupted sleep, they shall be compensated for actual time worked. If the employee receives less than five (5) hours of uninterrupted sleep in a twenty-four (24) hour period, the employee shall be compensated for the entire twenty-four (24) hours of actual work time. For purposes of this section, Conservationists are not entitled to call back pay under section 7.17.
3. It is understood that the appointing power may assign staff to emergency situations not meeting the remote/non-remote criteria described below.

#### B. NON-EMERGENCY/NON-SPIKE ASSIGNMENT

For classes and positions in the California Conservation Corps with a minimum workday of eight (8) hours, excluding emergency and spike assignments, ordered duty hours in excess of forty (40) physically worked hours shall be compensated in accordance with the provisions of section 7.6 of this contract.

#### C. TEMPORARY SPIKE ASSIGNMENT ONLY

For classes and positions in the California Conservation Corps assigned to a temporary spike assignment the following shall apply:

1. Remote Spike Assignment - A spike which entails travel time of more than forty-five (45) minutes to/from lodging accommodations. Employees assigned to a remote spike assignment shall be compensated in the following manner:
  - a. Sixteen (16) hours of straight time compensation per day until the employee has physically worked forty (40) hours in one (1) work week. All hours compensated after forty (40) hours shall be compensated in accordance with the provisions of section 7.6 of this contract.
  - b. Eight (8) hours of uninterrupted sleep per day shall not be compensated. If Conservationists are required to return to regular duties during the eight (8) hours of uninterrupted sleep, they shall be compensated for actual time worked. If the employee receives less than five (5) hours of uninterrupted sleep in a twenty-four (24) hour period due to a call to duty, the employee shall be compensated for twenty-four (24) hours of actual work time. For purposes of this section, Conservationists are not entitled to call back pay under Section 7.17. A supervisory signed incident report must be attached to the timesheet.

The employer agrees that a Conservationist I/II who is assigned to a spike shall not be replaced or re-assigned without cause or emergency until their crew's spike assignment is completed in order to avoid the payment of overtime under the Fair Labor Standards Act.

2. Non-Remote Spike Assignment - A spike assignment which entails travel time of less than forty-five (45) minutes to/from lodging accommodations. This section does not apply to Conservationist I/II training assignments. Employees assigned to a non-remote spike shall be compensated in the following manner:
  - a. Forty (40) hours at straight time and all travel time up to ninety (90) minutes per day at time and one-half (1-1/2) the employee's hourly wage. All hours over forty (40) hours physically worked in a work week shall be compensated in accordance with the provisions of section 7.6 of this contract.
  - b. Employees who are assigned to a Monday-Friday non-remote spike and are not allowed to return home on Friday shall be compensated at the rate of nine (9) hours at time and one-half (1-1/2) the employee's hourly wage for their regularly scheduled days off in accordance with the provisions of section 7.6 of this contract.
  - c. Employees assigned to a non-remote spike assignment who are relieved of their duties upon completion of the workday shall not be held responsible for spike operations in their absence.

- d. Employees who are relieved of their duties while assigned to a non-remote spike and are called back to the spike operations shall be compensated for travel time and time actually worked.
  - e. Eight (8) hours of uninterrupted sleep per day shall not be compensated. If Conservationists are required to return to regular duties during the eight (8) hours of uninterrupted sleep, they shall be compensated for actual time worked. If the employee is called back to the spike operation and receives less than five (5) hours of uninterrupted sleep for that twenty-four (24) hour period, then the employee shall be compensated for twenty-four (24) hours of actual work time. For purposes of this section, Conservationists are not entitled to call back pay under section 7.17. A supervisory signed incident report must be attached to the timesheet.
3. Employees shall be assigned to no more than twenty (20) workdays of spike in a sixty (60) calendar day period without the employee's consent.
  4. Employees shall be provided with a thirty (30) day advance written notice of a spike assignment. An employee may waive this notice requirement.
  5. The employer agrees that all spikes are temporary assignments.

#### D. FLSA LUNCH PERIOD – CCC

CCC Conservationists who remain responsible for the supervision of Corpsmembers during the lunch period shall be assigned to a thirty (30) to sixty (60) minute paid lunch period. The employer shall not shift this supervision of Corpsmembers to non-Unit 7 employees during the lunch period to avoid this paid lunch period provision.

#### E. WORK WEEK SCHEDULES

The Employer may establish, pursuant to an operational need, a "flexible work week" schedule for classes and positions in the California Conservation Corps when assigned to a spike. "Flexible work week" is a work schedule which allows for changing of a regularly scheduled five (5) day week, eight (8) hours a day work schedule to a work schedule of more than eight (8) hours a day but at least forty (40) hours per week.

#### F. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

1. "Lodging accommodations" - a commercial establishment licensed to offer and accept payment for rooms.
2. "Uninterrupted sleep" - sleep that is not interrupted by a call to duty.

3. "Physically working" - all time during which an employee is required to be on duty or to be on the employer's premises or at a prescribed workplace.
4. "Day" – a 24-hour period running from 12:00 am (midnight) to 11:59 pm.

#### G. COMPENSATION TYPE

Compensating time off or cash compensation shall be authorized at the employer's option in accordance with section 7.6 of this contract.

- H. The parties agree that in unusual or emergency situations when a Conservationist is unable or unavailable to act as the supervisor of a grade crew, a crew leader or special Corpsmembers may be used as the supervisor only if a replacement Conservationist is unavailable.

### 7.8 Fire Fighters (7k) – DSH/DDS

- A. The work schedule for full time Fire Fighters employed at the Sonoma Development Center, Napa State Hospital, and Atascadero State Hospital shall continue to be one hundred ninety-two (192) hours in a twenty-four (24) day work period. This work period includes ten (10) hours of guaranteed overtime paid in accordance with the provision of the Fair Labor Standards Act and section 7.6 Overtime Compensation of this contract.

The annual compensation for this work is determined by the monthly salary range included in the attached Salary Schedule [multiplied by twelve (12)]. This compensation continues to pay for one hundred ninety-two (192) hours of straight time for each twenty-four (24) day Fire Fighter work cycle. Additional payment for overtime will be according to FLSA and this contract.

- B. So long as it continues to meet operational needs, the Departments of State Hospitals and Developmental Services agree to use the scheduling pattern now in effect.

- C. A full-time Fire Fighter shall:

1. Be credited with twelve (12) hours of holiday time for each holiday provided in section 8.1 of this contract and twelve (12) hours of holiday time for the personal holiday as set out in section 8.1. This holiday time will accrue in a holiday time bank as the holidays occur during the year. The holiday time may be used in one (1) hour increments and unused time may be carried over into the next year.

When required to work on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day or Christmas Day, a fire fighter shall receive twelve (12) hours holiday credit and one and one-half (1 ½) the hourly rate for all hours worked on the observed holiday, compensable by holiday

credit, cash, or compensatory time off (CTO). The method of compensation shall be at the State's discretion.

The department head or designee may require advance notice before holiday time is taken and may deny use, subject to operational needs.

2. Accrue twelve (12) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each monthly pay period of continuous service. Sick leave will be charged on an hour-for-hour basis.
3. Accrue vacation according to the following in lieu of Article 9, Section 9.1, Vacation, will be charged on a shift-for-shift, hour-for-hour basis:

7 months to 3 years	10 hours per month
37 months to 10 years	12 hours per month
121 months to 15 years	14 hours per month
181 months to 20 years	16 hours per month
Over 20 years	18 hours per month

However, notwithstanding the above, for one (1) pay period a year (July pay period), CSLEA Members shall accrue up to two (2) hours less of vacation than identified in the schedule above. The State shall credit this time to the Union Release Time Bank pursuant to section 2.9.

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) pay periods of continuous full-time service, all full-time employees covered by this section will receive a one-time vacation bonus of sixty (60) hours of vacation credit. Thereafter, for each month of full-time service, each full-time employee shall receive vacation credit according to the above schedule. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) pay periods of continuous full-time service in accordance with the employee's total State service before and after the absence.

Elect to enroll in the annual leave program as provided in section 9.4. All provisions of section 9.4 apply except for the accrual of annual leave credits, which shall be in accordance with the following schedule:

1 month to 3 years	16 hours
37 months to 10 years	18 hours

121 months to 15 years	20 hours
181 months to 20 years	22 hours
241 months and over	24 hours

However, notwithstanding the above, for one (1) pay period a year (July pay period), CSLEA Members shall accrue up to two (2) hours less of annual leave than identified in the schedules above. The State shall credit this time to the Union Release Time Bank pursuant to section 2.9.

- D. The State reserves all rights to schedule employees for work, to determine staffing and to determine staffing levels except as specifically abridged by provisions of this Contract.
- E. CSLEA and the State agree to allow fire departments within the Department of State Hospitals and Department of Developmental Services to consider alternative work schedules of shift patterns. Alternative schedules shall not increase costs, adversely affect levels of service, must meet operational needs and otherwise be consistent with FLSA provisions and provisions of this contract.

If an alternative schedule is proposed and agreed to by the majority of firefighters at a specific work location, the State agrees to consider implementation based on criteria set forth above.

This section does not apply to DDS and DSH facilities that employ Fire Fighters on a standard forty (40) hour per week schedule.

**7.9 Firefighter/Security Officer and Fire Fighters – Military Department/Parks and Recreation**

- A. The Department of Parks and Recreation and the Department of Military agree to continue to utilize the forty-eight (48) hours on and ninety-six (96) hours off work schedule for the Firefighter/Security Officer, Captain, Firefighter/Security Officer, and Fire Fighter classifications and to notice and meet with CSLEA prior to making any changes to the schedule.
  - 1. Department of Military – Each platoon will rotate shifts cycles so that each FF/SO has an Automatic Day Off (ADO) every three months.
- B. Work schedules will be established on a twenty-eight (28) day cycle, two hundred twelve (212) hour maximum.
- C. Overtime will be paid for all hours in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period. Overtime compensation rate will be paid in accordance with FLSA and section 7.6 of this contract.

D. Leave Credits

1. Sick leave will be credited at the rate of twelve (12) hours per month. Charges for sick leave will be in accordance with the chart identified in Attachment A. All remaining provisions of Article 9, Section 9.3 of the Unit 7 Agreement shall apply.
2. Vacation leave will be credited as follows:

7 Months - 3 Years	10 Hours per month
37 Months -10 Years	12 Hours per month
121 Months - 15 Years	14 Hours per month
181 Months - 20 Years	16 Hours per month
241 Months - and over	18 Hours per month

Elect to enroll in the annual leave program as provided in section 9.4. All provisions of section 9.4 apply except for the accrual of annual leave credits, which shall be in accordance with the following schedule:

7 Months - 3 Years	16 Hours per month
37 Months -10 Years	18 Hours per month
121 Months - 15 Years	20 Hours per month
181 Months - 20 Years	22 Hours per month
241 Months - and over	24 Hours per month

However, notwithstanding the above, for one (1) pay period a year (July pay period), CSLEA Members shall accrue up to two (2) hours less of vacation or annual leave than identified in the schedules above. The State shall credit this time to the Union Release Time Bank pursuant to Section 2.9.

Vacation leave will be charged in accordance with the chart identified in Attachment A. All remaining provisions of Article 9, Section 9.1 of the Unit 7 Agreement shall apply.

Holidays will be credited at twelve (12) hours for each holiday occurring during a month as provided in Section 8.1 and continue to be credited at twelve (12) hours for the personal holiday as provided in Section 8.1. This holiday time will be charged in accordance with the chart identified in Attachment A. All remaining provisions of Article 8, Section 8.1 of the Unit 7 Agreement shall apply.

- E. The Department of Military's schedule of forty-eight (48) hours on and ninety-six (96) hours off work schedule allows for a minimum of three (3) Firefighter/Security Officers, Captains, or Fire Fighters on schedule at all times, a majority of the time will have four (4) Firefighter/Security Officers.

## **7.10 Fire Training Drills**

The Departments employing Firefighter/Security Officers or Fire Fighters agree not to routinely schedule fire-training drills during sleep time. It is the intent of the departments to avoid the assignment of routine nonessential work where possible during sleep time. However, it is recognized by the parties that the scheduling of fire training drills at night may occasionally be necessary if specifically for the exposure and experience of fighting fires at night.

## **7.11 Hours of Work – Department of Food and Agriculture**

The State and CSLEA agree that the hours of work and compensation for less than full-time Brand Inspectors within the Department of Food and Agriculture shall be established in accordance with CalHR Rule 599.669 (c). All less than full-time Brand Inspectors shall be assigned to an established monthly rate of pay based on the criteria outlined below:

- A. The compensation shall be a proportionate part of the monthly rate for the class and shall be equalized over the year in twelve (12) equal portions to approximate a retainer for all services rendered.
- B. The Department shall make an annual review of each position to determine if a salary adjustment is required. The review shall be made in December and adjustments implemented with the January pay period. Reviews shall be made in addition to the annual review whenever it appears that a significant change in workload has occurred.
- C. For positions working sixty (60) hours per month or more, a change in salary shall be made when the workload increases or decreases by an annual average of five (5) hours per month. For positions working less than sixty (60) hours per month, a change shall be made if the workload increases or decreases by an annual average of four (4) hours per month.
- D. Merit salary adjustment eligibility shall be reviewed at the time of the annual review of hours worked. Employees who have worked the required number of hours to be eligible shall be considered for such increases.
- E. Normal, short-term, intermittent absences shall not affect the monthly rate unless the time significantly reduces the annual yearly hours.
- F. Less than full-time Brand Inspectors shall accrue vacation and sick-leave credits at the rates established by this contract each time the employee has accumulated one hundred sixty (160) hours of work.

## 7.12 Telecommuting

- A. Where operational considerations permit and pursuant to a plan adopted by a department, a Bargaining Unit 7 employee may be permitted to telecommute when such work arrangements do not hinder, disrupt, nor interfere with the normal operation of the employer. Telecommuting work options shall conform to the definition, guidelines, and policies developed by the State's Telecommuting Advisory Group. Telecommuting which does not adhere to the guidelines and policies of the State's Telecommuting Advisory Group shall not be allowed.
- B. The State may establish, pursuant to an operational need or a request by either CSLEA or a Bargaining Unit 7 employee, telecommute agreements and will comply with reasonable procedures established by the department.
- C. Once established, a telecommuting agreement/arrangement, absent an emergency, shall not be changed without thirty (30) calendar days' notice. If requested, CSLEA shall be provided an opportunity to meet and confer over the impact of the proposed change.
- D. Employees who have a telecommuting agreement/arrangement with the State shall not have their agreement/arrangement arbitrarily or capriciously revoked or amended. For the purposes of the section, a legitimate operational need is not considered arbitrary or capricious.
- E. Telework Stipend

### 1. Eligibility

Employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

- a. Employees identified as "remote centered" with an approved telework agreement shall receive \$50 per month.
- b. Employees identified as "office centered" with an approved telework agreement shall receive a \$25 per month.
- c. Incidental telework does not qualify for the stipend. The approved telework agreement must designate the employee's telework status as either "remote centered" or "office centered".

### 2. Payment Process

- a. This stipend shall be paid for each eligible pay period, payable the following pay period.
- b. 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.

- c. This payment is not subject to a qualifying pay period.
  - d. For approved telework agreements that are effective other than the first of the pay period, the stipend is available upon a fully executed telework agreement.
  - e. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
  - f. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
  - g. No receipts shall be required for the payment of this stipend.
  - h. No reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework 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.
  - i. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of the MOU.
3. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached by the CalHR level shall be final.

### **7.13 Resolution of FLSA Issues**

The parties recognize that during the term of this Agreement, questions may arise with respect to FLSA applicability to BU 7 employees and CSLEA reserves its rights and the rights of its members to pursue any appropriate legal remedy. Furthermore, neither party relinquishes any causes of action or defenses that it may have with respect to FLSA issues, if applicable.

### **7.14 Boat Patrol/Remote Assignment – Department of Fish and Wildlife**

Employees who are assigned by a supervisor to marine boat patrol or remote law enforcement duty assignments lasting twenty-four (24) hours or longer shall be compensated for actual hours worked but no less than thirteen (13) hours for each twenty-four (24) hour period.

## **7.15 Job Sharing**

Consistent with Departmental policies, Unit 7 employees may request to job share. Any holiday, sick leave or vacation credits, or other leaves shall be accrued pursuant to current CalHR rules and regulations. A job share request shall be considered on a case-by-case basis consistent with departmental rules.

## **7.16 On-Call/Standby Time**

On-call/standby is time during which an employee is required to restrict activities and be available for return to work. An employee is not considered to be in on-call/standby status unless he or she has previously been informed by the employer of the assignment.

A Unit 7 employee who is notified that they are being placed on-call/standby as defined below shall receive on-call/standby pay. On-call/standby hours will be accumulated during the term of the pay period and shall be compensated at the rate of two (2) hours of pay (cash or CTO at the employer's discretion), for each eight (8) hours of on-call/standby in accordance with the chart below. Employees may only accrue up to six (6) hours of pay for each twenty-four (24) hour period of on-call/standby. An employee placed on on-call/standby shall respond by phone within fifteen (15) minutes of the call and report for work, if so required, within one (1) hour from initial contact or within a reasonable time frame as agreed to by the supervisor, for employees living beyond one (1) hour from the work site.

On-call/standby exists under the following conditions:

- A. The employee must be readily accessible by phone or pager, and
- B. The employee is obligated to return to work in a fit and able condition to assume their duties.

An employee who is actually called into work while on-call/standby, shall be compensated in accordance with the call-back provisions of this agreement. If an employee is not required to report to a particular site or work location, the employee will only be compensated for the actual time spent working on the telephone and/or computer.

Compensation earned as a result of on-call/standby shall not be considered time worked for purposes of qualifying for overtime.

An employee whose activities are unrestricted and is simply required to carry a pager/phone or inform the employer where they may be reached during non-work hours, shall not receive on-call/standby compensation.

Hours On-Call/Standby	Hours Paid
1	.25
2	.50
3	.75
4	1.00
5	1.25
6	1.50
7	1.75
8	2.00

\* Fractional hours on-call/standby, fifteen (15) minutes or greater, will be rounded up to the next whole hour.

### 7.17 Call Back

- A. An employee who has completed a normal work shift, when ordered back to work, which may include the employee’s home, approved by the department head or designee, 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 two (2) or more hours after the completion of that work shift.
  - 1. When the employee is called back under these conditions within four (4) hours of the beginning of 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, but will be paid actual hours worked.
  - 2. When the employee is called backed 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.
- B. 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, provided however, that the staff meeting or training sessions begin within one (1) hour of the employee getting off work. If the staff meeting or

training session begins more than one (1) hour after the employee is off work, the employee shall be credited with up to three (3) hours of waiting time.

- C. For reporting purposes, compensable time is in accordance with Department of Labor (DOL) regulations.
- D. This section does not apply to employees who are required by their supervisor or designee to conduct business telephone calls outside of their work hours.
- E. The OES Coordinator (Fire and Rescue) when dispatched to and required to work a critical incident, are eligible for callback regardless of the notification process or timeline identified in (A) above.

### **7.18 State Park Peace Officer Cadet Academy Overtime Compensation**

- A. This provision shall apply to all full-time State Park Peace Officer Cadets (Ranger) and full-time State Park Peace Officer Cadets (Lifeguard) while in the academy.
- B. Incumbents in these classes during the academy shall earn overtime compensation in accordance with section 7.6 of this contract.
- C. Overtime shall be earned as compensating time off. For weeks during the training when the incumbent has not worked forty (40) hours in the workweek, the incumbent shall use CTO to offset the number of hours to equate the forty (40) hour workweek.
- D. No incumbent shall leave the academy with more than forty (40) hours of CTO except as described in (E). At the time of graduation from the academy, the incumbent's CTO balance shall be reduced to forty (40) hours by cashing out any hours in excess of the forty (40) hours. The rate of compensation shall be at the Cadet salary rate.
- E. In accordance with section 14.9 of this contract, incumbents will be allowed up to two (2) work weeks without pay from the end of the training course until they are expected to report to their new work location. The employee shall indicate their decision to do so prior to the end of week twenty (20) of the academy. At the employee's option, the employee may use the remaining forty (40) hours CTO balance to offset forty (40) hours of time off without pay. Employees who have accumulated vacation or other appropriate leave credits may use up to forty (40) hours of these leave credits to offset an additional forty (40) hours of time off without pay. If an employee, who elects to take up to eighty (80) hours of time off to report to the new work location, does not have sufficient, appropriate leave credits available at the time of graduation to cover the work absence, the employee may be granted, upon request, an exception to section (D) to retain and utilize up to forty (40) hours additional accumulated CTO to supplement leave credits available. The total of appropriate leave credits and additional CTO hours shall not exceed eighty (80) hours.

## 7.19 Work Week Group Definitions

### A. Work Week Group "2"

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

### B. Work Week Group "E"

Work Week Group "E" includes classes that are exempted by the State from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions under the FLSA. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test under the FLSA.

A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

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

## 7.20 Overtime and Call Back – Camp Roberts

A. Call back and overtime procedures shall be implemented when necessary or required.

B. An employee shall not be considered for overtime until they have completed six (6) months of permanent full-time status. After the completion of six (6) months, the employee will be placed on the overtime list by having their name placed at the bottom of the list as it exists at that time.

C. Limited Term (LT) employees are not eligible for scheduled overtime; nor shall reserve or Army National Guard personnel be considered in filling the minimum manning requirement.

D. The overtime list shall be reset every year at 12:01AM January 1<sup>st</sup>. Call backs shall be by seniority until overtime totals are established. Then the FF/SO with the lowest overtime total shall be called in ascending order.

### E. CALL BACK PROCEDURES

1. Emergency Call Backs (i.e. station coverage or working incident) shall be completed using the overtime list until the staffing needs are met.

2. Emergency Call Back or Order Back hours of four (4) hours or less shall not affect the employee's position on the overtime list.

3. Non-scheduled Overtime. If, through unforeseen circumstances, a shortfall in staffing occurs (i.e., unanticipated sick leave, etc.), with twenty-four (24) hours or less of the needed coverage, then the overtime list shall be utilized. When the overtime list is utilized the FF/SO with the lowest overtime hours shall be called first. This procedure will be followed until the next assignment is filled or the list is exhausted. Calls only need to be made until the assignment is fulfilled. If the list is exhausted, the Chief will use his or her discretion to fulfill the mission by holdover or order back. Call back messages shall not be left when calling an employee for unscheduled overtime (twenty-four (24) hours or less). Person to person contact must be made. There will be no distinction between FF/SO and Captain FF/SO in terms of overtime call back. The individual with the lowest overtime totals shall be called first, regardless of rank.
4. Scheduled Overtime. Scheduled overtime is defined as anticipated overtime that is needed at least twenty-four (24) hours in advance. In this situation, greater flexibility can be given to the individuals(s) with the lowest overtime totals, even if they cannot be reached immediately. All employees who are not already scheduled to work the shift shall be contacted to determine if they are available. A message may be left for those individuals who cannot be immediately reached. When a message is left, those individuals have until twenty-four (24) hours prior to the start of the overtime period, to call the station and confirm their availability. Twenty-four (24) hours prior to the overtime period, the Chief or Captain on duty, or their designee, shall determine which FF/SO has the lowest overtime hours among those confirming their availability. The overtime assignment shall be given accordingly.

The captain or their designee shall start call backs to fill shifts as soon as the lack of staff is learned of.

### **7.21 7(k) Peace Officer Schedule – Hearst Castle**

The Department of Parks and Recreation may utilize a 7(k) exemption work schedule for all peace officers assigned to Hearst Castle.

- A. The Department of Parks and Recreation acknowledges this scheduling option may be utilized for the duration of this Contract and will expire at the end of this Contract.
- B. Work schedules will be established on a 28-day cycle, 171 hours maximum.
- C. Overtime will be paid for all hours in excess of the 171 in 28-day work period. Overtime will be paid in accordance with the FLSA and Section 7.6 of this contract.

1. Sick leave will be credited at the rate of 12 hours per month. Charges for sick leave will be in accordance with the chart identified in Attachment A. All remaining provisions of Article 9, Section 9.3 (Sick Leave) of the Unit 7 contract shall apply.

2. Vacation Leave will be credited as follows:

7 Months – 3 Years	10 Hours per month
37 Months – 10 Years	12 Hours per month
121 Months – 15 Years	14 Hours per month
181 Months – 20 Years	16 Hours per month
241 Months – and over	18 Hours per month

Elect to enroll in the annual Leave program as provided in Section 9.4. All provisions of Section 9.4 apply except for the accrual of annual leave credits, which shall be in accordance with the following schedule:

7 Months – 3 Years	16 Hours per month
37 Months – 10 Years	18 Hours per month
121 Months – 15 Years	20 Hours per month
181 Months – 20 Years	22 Hours per month
241 Months – and over	24 Hours per month

Vacation leave will be charted in accordance with the chart identified in Attachment A. All remaining provisions of Article 9, Section 9.1 of the Unit 7 Agreement shall apply.

3. Holidays will be credited at 12 hours for each holiday occurring during a month. Holiday time will be charged in accordance with the chart identified in Attachment A. All remaining provisions of Article 8, Section 8.1 of the Unit 7 contract shall apply.

## **7.22 Mandatory and Voluntary Overtime – CHP and Department of Parks and Recreation**

A. CHP may utilize procedures which equitably distribute voluntary and/or mandatory overtime which are not based on seniority. However, if a specific division, program or communications center is unable to establish such a procedure, CHP shall utilize volunteers based upon seniority within the classification, subject to operational needs, security, health and safety permitting.

In the event there are insufficient volunteers for overtime, subject to operational needs, security, health and safety permitting, such overtime shall be assigned in reverse seniority within the classification.

- B. Parks and Recreation may utilize procedures which equitably distribute voluntary and/or mandatory overtime which are not based on seniority. However, if a specific district, sector, or park is unable to establish such a procedure, Parks and Recreation shall utilize volunteers based upon seniority within the classification, subject to operational needs, security, health and safety permitting. In the event there are insufficient volunteers for overtime, subject to operational needs, security, health and safety permitting, such overtime shall be assigned in reverse seniority within the classification.

### **7.23 Mileage Reimbursement – Mandatory Overtime and Call Backs**

Mileage reimbursement arising from travel between home or garage and headquarters is not generally permitted. However, when an employee is called back to work, the Department shall provide reimbursement consistent with CCR 599.626.

## **ARTICLE 8 – HOLIDAYS**

### **8.1 Holidays**

- A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays appointed by the Governor.
- B. Such holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving Day, and December 25.
- C. Every employee, excluding seasonal employee, upon completion of six (6) months of their initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each 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 personal holiday on a straight-time (hour-for-hour) basis.
- E. Subject to Item (D) above, use of personal holidays shall be granted in accordance with departmental policies on this subject.
- F. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

- G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of holiday credit per fiscal year per paid holiday.
- H. When a holiday other than a personal holiday falls on Sunday, the following Monday, not Sunday, shall be treated as the holiday for purposes of this Article.
- I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall not be considered as time worked by the employee.
- J. Except as identified in (K) below, when a full-time employee in work week 2 is required to work on a regular holiday, the employee shall receive eight (8) hours of holiday credit and their regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash, or compensatory time off (CTO). The method of compensation shall be at the State's discretion, except as provided in Section 7.6 E 1 a. 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. For clarification purposes, when an observed holiday falls on an employee's regularly scheduled day off employees shall accrue eight (8) hours of holiday credit per said holiday.
1. If an employee physically works over forty (40) hours in a workweek that contains a regular holiday, the employee will be paid the appropriate overtime rate for all hours worked in excess of forty (40) hours in accordance with the FLSA.
- K. When a full-time employee in work week 2 is required to work on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day or Christmas Day shall receive eight (8) hours of holiday credit and one and one-half (1 ½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash, or compensatory time off (CTO). The method of compensation shall be at the State's discretion, except as provided in Section 7.6 E 1 a. For clarification purposes, when an observed holiday falls on an employee's regularly scheduled day off employees shall accrue eight (8) hours of holiday credit per said holiday.
1. Holiday premium pay, calculated at one-half (0.5) times the applicable hourly rate for hours worked on January 1, last Monday in May, July 4, 1st Monday in September, Thanksgiving day and December 25th, shall count towards any premium overtime compensation earned during the same workweek. Section K satisfies the provision of Section 7.6 Overtime Compensation.
  2. Notwithstanding subdivision H 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 (1.5) times for all hours worked. Employees shall not receive one and one-half (1.5) times for hours worked on the Monday following the Sunday Holiday. For example, employees will receive the following when a premium holiday identified in this subdivision falls on a Sunday:

<b>Sunday (Holiday)</b>	<b>Monday</b>	<b>Employee Compensation</b>
Employee works 8 hours	Employees works 8 hours	<ul style="list-style-type: none"> <li>• 8 hrs @ 1.5 rate (Sun)</li> <li>• 8 hrs regular pay for working and 8 hrs holiday credit (Monday)</li> </ul>
Employee works 8 hours	Employee does not work	<ul style="list-style-type: none"> <li>• 8 hrs @ 1.5 rate (Sun)</li> <li>• 8 hrs holiday credit (Monday)</li> </ul>
Employee does not work	Employees works 8 hours	<ul style="list-style-type: none"> <li>• No compensation for Sunday</li> <li>• 8 hrs regular pay for working and 8 hrs holiday credit (Monday)</li> </ul>
Employee does not work	Employee does not work	<ul style="list-style-type: none"> <li>• No compensation for Sunday</li> <li>• Compensation per Section A above</li> </ul>

3. For employees assigned to offices and/or positions operated on a twenty-four (24) hours, seven (7) days a week basis, the “one and one half (1 ½) the hourly rate for all hours worked” described above shall be only for hours worked on the actual and not the observed holiday. When an actual holiday falls on an employee’s regularly scheduled day off employees shall accrue eight (8) hours of holiday credit per said holiday.
4. This section regarding premium pay (one and one-half [1 ½] the hourly rate for all hours worked on January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day, or Christmas Day) shall apply to Fire Fighters and Firefighter/Security Officers referenced in Sections 7.8 and 7.9, respectively. Fire Fighters and Firefighter/Security Officers identified in Sections 7.8 and 7.9 shall continue to receive twelve (12) hours of holiday credit for each holiday provided in Section 8.1. Peace Officers with the Department of Parks and Recreation who work a 7(k) schedule shall continue to receive twelve (12) hours of holiday credit for each holiday provided in this section.

- L. Employees working part-time shall be entitled to such Holidays, including personal holiday, on a pro-rated basis in accordance with the following chart.

<b>Time Base</b>	<b>Holiday Hours</b>
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	0.80
3/10	2.40
7/10	5.60
9/10	7.20

- M. Permanent Intermittent employees will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified above in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive the hourly rate of pay for each hour worked.

<b>Hours on pay status during pay period</b>	<b>Holiday Hours</b>
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5

<b>Hours on pay status during pay period</b>	<b>Holiday Hours</b>
111 - 130.9	6
131 - 150.9	7
151 and over	8

- N. When employees are scheduled to work a Saturday preceding a fixed holiday, or when a holiday otherwise falls on a Friday or Monday, the employee may take the Saturday off, utilizing accrued vacation, CTO, or personal leave time banks, subject to prior approval and operational needs.
- O. Work Week Group E employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday.
- P. If an employee is required to work on the actual holiday which falls on a Saturday or Sunday and is subject to subsection (F) and (H) above, the employee will be entitled to holiday pay identified in subsection (J) or (K). If the employee is required to work both the actual holiday and the observed holiday under subsection (F) and (H), the employee is only entitled to holiday pay for one day.

## **8.2 Holiday Excess Time**

Use of accumulated Holiday Credit or Excess Time as defined in PTM 656 which exceeds the department minimum, shall not be unreasonably denied for use in conjunction with or in lieu of vacation.

# **ARTICLE 9 – LEAVES**

## **9.1 Vacation Leave and Scheduling**

- 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. Part-time employees shall be allowed, on a pro-rata basis, the fractional part of the bonus vacation credit.

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

7 months to 3 years	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

However, notwithstanding the above, for one (1) pay period a year (July pay period), CSLEA Members shall accrue up to two (2) hours less of vacation than identified in the schedule above. The State shall credit this time to the Union Release Time Bank pursuant to Section 2.9.

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

- B. Breaks in employment of eleven (11) workdays or more, including unpaid leaves of absence, shall not be counted for vacation leave purposes set forth under Item (A) above.
- C. Part-Time Employees

For each additional qualifying monthly pay period, the employee shall be allowed credit for Vacation with pay on the first day of the following monthly pay period as follows:

<b>Time Base</b>	<b>7 months to 3 years</b>	<b>37 months to 10 years</b>	<b>121 months to 15 years</b>	<b>181 months to 20 years</b>	<b>241 months and over</b>
1/10	0.70	1.00	1.20	1.30	1.40
1/8	0.88	1.25	1.50	1.63	1.75
1/5	1.40	2.00	2.40	2.60	2.80
1/4	1.75	2.50	3.00	3.25	3.50
3/10	2.10	3.00	3.60	3.90	4.20
3/8	2.63	3.75	4.50	4.88	5.25
2/5	2.80	4.00	4.80	5.20	5.60
1/2	3.50	5.00	6.00	6.50	7.00
3/5	4.20	6.00	7.20	7.80	8.40
5/8	4.38	6.25	7.35	8.13	8.75

<b>Time Base</b>	<b>7 months to 3 years</b>	<b>37 months to 10 years</b>	<b>121 months to 15 years</b>	<b>181 months to 20 years</b>	<b>241 months and over</b>
7/10	4.90	7.00	8.40	9.10	9.80
3/4	5.25	7.50	9.00	9.75	10.50
4/5	5.60	8.00	9.60	10.40	11.20
7/8	6.13	8.75	10.50	11.38	12.25
9/10	6.30	9.00	10.80	11.70	12.60

**D. Permanent Intermittent (PI) Employees**

A PI employee will be eligible for vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in Article 9, Section 9.1(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 for an intermittent employee, a department head or designee may:

1. Pay the employee in a lump sum payment for accumulated vacation leave credits; or
2. Schedule the employee for vacation leave; or
3. Allow the employee to retain their vacation credits, or
4. Effect a combination of (1), (2), or (3) above.

E. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over their accrued vacation 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 leave hours if an employee was unable to reduce his accrued hours because the employee (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; (5)

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

- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.
- H. Vacation 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 time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the classification in the department). When two (2) or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.
- I. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- J. Vacations will be canceled only when operational needs require it.
- K. Employees shall be allowed to use vacation credits in quarter hour (15 minute) increments.
- L. When two (2) or more LRE's submit requests for the same time off outside the annual vacation selection process, including but not limited to vacation credits, holiday credits, and personal leave, the requests will be approved by seniority within the classification. Whenever possible, based on operational need, DMV Unit 7 employees will not be included with non-Unit 7 employees when approving time off requests.

During the annual vacation selection process, requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or

more LRE's request the same vacation time off, and approval cannot be given to all employees requesting it, the LREs shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the classification in the department). When two (2) or more LREs have the same amount of classification seniority, departmental seniority will be used to break the tie. Whenever possible based on the operational need, DMV Unit 7 employees will not be included with non-Unit 7 employees when approving annual vacation time off requests.

#### M. Cashout of Vacation/Annual Leave

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, 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 in April of each year, 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.

## 9.2 Vacation Scheduling

#### A. DPR and Military Peace Officers

Unit 7 employees in the Department of Parks and Recreation and Military Department shall be allowed to submit vacation leave requests during the open bid period of October 1 and November 30 for usage in following calendar year. Requests shall be submitted using a two (2)-round bidding system. Employees may request up to four (4) work weeks during the first-round bidding.

Vacations shall be scheduled in accordance with the department's operating needs, but shall not be unreasonably denied.

Any vacation leave request which has been approved shall not be supplanted by a more senior employee applying for leave after the open period. Nothing in this provision shall prohibit an employee from requesting additional vacation leave outside of the open bid period.

When two (2) or more employees on the same work schedule compete for the same vacation leave and approval cannot be granted for both due to operational needs, the employees shall be granted their vacation request in order of seniority. Seniority for the purpose of this provision shall be defined as DPR or Military Department badge time. Ties in seniority shall be broken in order by:

1. Scheduling location seniority
2. Total departmental service
3. Total State service

**B. Hospital Police Officers (Department of State Hospitals) and Peace Officers (Department of Developmental Services)**

1. At least thirty (30) days prior to the beginning of the annual vacation bid at each hospital, DSH and DDS shall provide notice to CSLEA of its vacation bid seniority, procedures, and schedule. After receiving annual notice from a hospital regarding its upcoming vacation bid, CSLEA shall be provided an opportunity to meet and discuss with the hospital on its impact.
2. Consistent with Department policy, HPOs and POIs shall be permitted to use all existing leave balances (except sick leave), at the time of the bid, for the purposes of their annual vacation bid.

### **9.3 Sick Leave**

**A. Definitions**

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

1. Illness or injury.
2. Medically verified incapacity or restriction because of exposure to a contagious disease.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Family care - absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, 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 246.5 allows the use of sick leave for an employee who is a victim of domestic violence, sexual assault, or stalking.

- b. Labor Code 245.5 defines family members 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.
- B. Credit for Full-time Employment. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each full-time employee in Bargaining Unit 7 shall be allowed eight (8) hours of credit for sick leave with pay.
- C. Credit for Less than Full-time Employment
  - 1. Intermittent Employees. On the first day of the monthly pay period following completion of each period of one hundred sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in the State civil service shall be allowed eight (8) hours of credit for sick leave with pay. The hours or days worked in excess of one hundred sixty (160) hours or twenty (20) days in a monthly period shall not be counted or accumulated.
  - 2. 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 in the State civil service shall be allowed on a pro-rated basis the fractional part of one (1) day of credit for sick leave with pay.
  - 3. Multiple Positions. Under this rule:
    - a. An employee holding a position in addition to other full-time employment 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 full-time employment credit.
- D. Sick Leave Usage. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit reasonable substantiating evidence, including, but not limited to, a physician's certificate when the department head or designee has an identifiable reason to suspect the absence. If the department head or designee does not consider the evidence to be adequate, the request for sick leave shall be disapproved.

E. On date of hire, an employee in the class of Pool Lifeguard (Seasonal), Lifeguard I (Seasonal) or Lifeguard II (Seasonal) shall be credited with any unused accumulated sick leave earned or credited during the previous period of employment with the State in the seasonal lifeguard classification if the employee is rehired within one (1) year of the date of separation.

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

G. 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 military veteran with a military 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 for his or her military service-connected disability. Credit for sick leave granted under this subdivision shall be credited to a qualifying officer or employee 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 subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this subdivision is used for treatment of a military 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 National Guard or federal military reserve force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability 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.

## 9.4 Annual Leave Program

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty-four (24) months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

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

However, notwithstanding the above, for one (1) pay period a year (July pay period), CSLEA Members shall accrue up to two (2) hours less of annual leave than identified in the schedule above. The State shall credit this time to the Union Release Time Bank pursuant to 2.9 Union Release Time Bank.

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

TIME BASE	HOURS OF MONTHLY CREDIT PER ANNUAL LEAVE GROUP				
	11	14	16	17	18
9/10	9.90	12.60	14.40	15.30	16.20
7/10	7.70	9.80	11.20	11.90	12.60
3/10	3.30	4.20	4.80	5.10	5.40
1/10	1.10	1.40	1.60	1.70	1.80
7/8	9.63	12.25	14.00	14.88	15.75
3/4	8.25	10.50	12.00	12.75	13.50
5/8	6.88	8.75	10.00	10.63	11.25
1/2	5.50	7.00	8.00	8.50	9.00

TIME BASE	HOURS OF MONTHLY CREDIT PER ANNUAL LEAVE GROUP				
	11	14	16	17	18
3/8	4.13	5.25	6.00	6.38	6.75
1/4	2.75	3.50	4.00	4.25	4.50
1/8	1.38	1.75	2.00	2.13	2.25

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

1. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
2. By mutual agreement, schedule the PI employee for annual leave; or
3. Allow the PI employee to retain their annual leave credits; or
4. Effect a combination of 1, 2, or 3, above.

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

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

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

- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over their accrued 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 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 workers' compensation; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in subsection (E), the department may order the employee to take annual leave.
- H. Annual leave that is used for purposes of vacation is subject to the requirements set forth in section 9.1, Vacation and Leave Scheduling, or section 9.2, Vacation Scheduling-DPR, of this Agreement.
- I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 9.3, Sick Leave, of this Agreement.
- K. The enhanced non-industrial disability insurance (ENDI) in section 10.4 applies only to those in the annual leave program described above in this section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an ENDI benefit [50 percent (50%) of gross salary].
- M. Cashout of Vacation/Annual Leave

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, 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 in April of each year, 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.

## **9.5 Bereavement**

- A. 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 may qualify with pay for specific occurrences outlined in Section B, and/or C below. A Request for the two (2) additional workdays of unpaid bereavement leave under this section shall be granted and, at the option of the employee, charged against their accrued annual leave, vacation sick, CTO or any other earned leave credits. The bereavement leave days outlined in Sections A, B, and C do not need to be taken consecutively and must be requested within three (3) months of the date of death.
  
- B. A Department head or their designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time State employee due to the death of their parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, child, grandchild, grandparent, sibling, stepchild, or parent-in-law, child-in-law, sibling-in-law, death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) days (not to exceed twenty-four (24) hours) per occurrence. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide documentation of the death of the family member, such as a death certificate, published obituary, written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution or government agency to support the request upon the employee's return to work.
  
- C. A Department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of an aunt, uncle (parent's sibling), or niece, nephew (sibling's child). Such bereavement leave shall be authorized for up to three (3) days (not to exceed twenty-four (24) hours) in a fiscal year. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, within 30 days of the first day of leave, provide documentation of the death of the family member, such as a death certificate, published obituary, written verification of death, burial, or memorial from a

mortuary, funeral home, burial society, crematorium, religious institution or government agency to support the request.

- D. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from their home, upon request 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 existing leave credits, such as CTO, annual leave, vacation, personal leave, holiday credit or authorized leave without pay.
- E. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in paragraph (B) or (C) above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provisions of this Agreement.
- F. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.
- G. A Permanent Intermittent (PI) employee is entitled to bereavement leave on a pro rata basis for scheduled workdays, calculated on the amount of time worked in the pay period.

<b>Hours Worked During Pay Period</b>	<b>Hours for Each Bereavement Day</b>
0 to 10.9	0
11 to 30.9	1
31 to 50.9	2
51 to 70.9	3
71 to 90.9	4
91 to 110.9	5
111 to 130.9	6
131 to 150.9	7
151 and over	8

## **9.6 Bereavement Leave – FF/FFSO**

The existing conversion factors for Fire Fighters and Firefighter/Security Officers working under the FLSA's fire fighter 7k exemption shall also apply to bereavement leave.

## 9.7 Jury Duty

- A. An employee shall be allowed such time off with pay as is required in connection with mandatory jury duty; provided, however, that payment shall be made for such time off only upon remittance to the State of full jury fees earned on any day the employee is scheduled for work.
- B. An employee shall notify their appointing authority immediately upon receiving notice of jury duty. When released from jury duty, an employee in time-off-with-pay status shall report to work as scheduled, or notify their supervisor that they are no longer required for jury duty. An employee who does not serve a full day or who is placed on "on-call" status shall, at the discretion of their supervisor or designee return to work to complete the work shift.
- C. If an employee uses accrued vacation leave, compensating time off, or their own time while on jury duty, the employee is not required to remit jury fees.
- D. Employees on graveyard or swing may be transferred to day shift, upon request, for the duration of the trial. Employees assigned to work weekends may, upon request, be assigned weekend days off for the duration of the trial. These reassignments of working hours and days off shall not be unreasonably denied.
- E. For purposes of this section, "jury fees" means: fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- F. 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, paragraphs (D) and (E) apply.

## 9.8 Parental Leave

This section does not address Parental Leave under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) which is governed by the provisions of section 9.15.

- A. A permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation documenting that she is pregnant or that she has given birth to support her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.
- B. A spouse or parent, who is a permanent employee, shall be entitled to an unpaid leave of absence to care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical

substantiation that his spouse has given birth to support his 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 authorization of the department head or designee.

- C. If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one (1) year timeframe are permissive and may be considered by the department head or designee.
- D. 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.
- E. Any permissive approval of parental leave as outlined above may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of revocation.
- F. During the period of time an employee is on parental leave, they shall be allowed to continue their health, dental and vision benefits. The cost of these benefits shall be paid by the employee at the group rate.
- G. A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year except the department shall grant said one (1) year unpaid leave of absence when the adoption agency requires an adoptive parent not to work outside the home during the first year of adoption as a condition of adoption.
- H. An employee on parental leave shall be assured the right of return to their "former position" as that term is defined in Government Code section 18522.

## **9.9 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 their 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; or
  - 7. personal reasons.
- 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.

## **9.10 Catastrophic Leave**

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

- A. Sick leave credits cannot be transferred.
- B. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297, child or any other person listed in section 9.5-Bereavement Leave.
- C. The receiving employee has exhausted all leave credits.
- D. The donations must be a minimum of one (1) hour and in whole-hour increments and credited as vacation or annual leave.

- E. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- G. Donations shall be made on a form to be developed 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.
- H. This section is not subject to the grievance and arbitration Article of this Contract.

### **9.11 Catastrophic Leave – Natural Disaster**

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

- A. Sick leave credits cannot be transferred.
- B. When the receiving employee faces financial hardship due to the effect of a natural disaster on the employee's principal residence.
- C. The receiving employee has exhausted all leave 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 in whole-hour increments thereafter and credited as vacation or annual leave.
- E. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- G. Donations shall be made on a form to be developed 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.
- H. This section is not subject to the grievance and arbitration Article of this Contract.

## **9.12 Personal Leave Program (1992) – Cash Value**

- A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. The Personal Leave shall not be cashed out once it has been approved for use. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave.
- B. 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.
- C. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by Federal and State law.

## **9.13 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 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 leave.
- B. PLP 2012 and PLP 2020 must be used before any other leave with the exception of sick leave. However, employees may use Personal Development Days prior to PLP 2020, and employees may elect to use PLP 2020 in lieu of approved sick leave.
- C. PLP 2020 may be cashed out upon separation from state service.

## **9.14 Mentoring Leave**

- A. Eligible Unit 7 employees may receive up to forty (40) hours of "Mentoring Leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring Leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring Leave" may not be used for travel to and from the mentoring location.

- B. An employee must use an equal number of hours of their personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the work day 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 their own 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 their supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Leave requests for mentoring activities are subject to approval requirements in this agreement 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 full-time appointment;
  - 2. Have successfully completed the probationary period for their current position; and
  - 3. Have committed to mentor a child or youth through a bonafide mentoring organization 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. In addition, an employee is not eligible to receive "Mentoring Leave" if:
  - 1. The employee is assigned to a "POST" position in the Departments of Corrections or Youth Authority; or
  - 2. The employee works in a level of care position in the Departments of Developmental Services, State Hospitals, Education or Veterans' Affairs.
- G. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in section 6.2 of this contract.

### **9.15 Family Medical Leave Act (FMLA)**

The State will continue to apply the applicable provisions of the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and any applicable amendments.

Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a federal law and is 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 Department of Fair Employment and Housing. 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.

### **9.16 Paid Time Off, Precinct Election Board**

- A. 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.
- B. 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.

### **9.17 Intentionally Excluded**

### **9.18 Organ Donor Leave**

Organ Donor Leave shall be administered in accordance with Government Code Section 19991.11 which states that an appointing power shall grant to an employee, who has exhausted all available sick leave, the following leaves of absence with pay:

- A. A leave of absence not exceeding thirty (30) workdays to any employee who is an organ donor in any one (1) year period, for the purpose of donating their organ to another person.
- B. A leave of absence not exceeding five (5) days to any employee who is a bone marrow donor in any one-year period, for the purpose of donating their bone marrow to another person.
- C. In order to receive a leave of absence an employee shall provide written verification to the appointing power that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.
- D. Any period of time during which an employee is required to be absent from their position by reason of being an organ or bone marrow donor is not a break in their

continuous service for the purpose of their right to salary adjustments, sick leave, vacation, annual leave, or seniority.

- E. If an employee is unable to return to work beyond the time or period, they are granted leave pursuant to this section, the employee shall be paid for any vacation balance, annual leave balance or compensable overtime. The payment 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, they shall be returned to their former position as defined in Government Code Section 18522.

### **9.19 Family School Partnership Act**

In accordance with Labor Code Section 230.8 (Family School Partnership Act), upon reasonable notice to the employer, an employee shall be permitted to use up to eight (8) hours per month, but not exceeding forty (40) hours per calendar year, of accrued leave credits (annual leave, vacation, personal holiday, holiday credit, PLP, or CTO) for the purposes of attending school or preschool activities in which the employee's child is participating.

An employee's leave request shall be in accordance with the appropriate departmental procedures. Disputes regarding the denial of the use of leave under this section may be appealed to the 3<sup>rd</sup> level of the grievance procedure. Nothing in this section is intended to waive or diminish any rights the employee has under State or federal law.

### **9.20 Family Crisis Leave**

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 the Family Medical Leave Act, the California Family Rights Act, and/or the Pregnancy Disability Leave Act. The State shall consider requests for employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational need 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 so long as the request for

substantiation does not violate the employee's privacy rights protected under State or federal law.

Disputes regarding the denial of the use of leave under this section may be appealed to the 3<sup>rd</sup> level of the grievance procedure. Nothing in this section is intended to waive or diminish any rights the employee has under State or federal law.

### **9.21 Family Activity Leave**

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, PLP) for the purpose of attending school or non- school family-related activities such as sports events, recitals, 4-H, in which the employee's child is participating. However, such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code Section 230.8). 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. Disputes regarding the denial of the use of leave under this section may be appealed to the 3<sup>rd</sup> level of the grievance procedure. Nothing in this section is intended to waive or diminish any rights the employee has under State or federal law.

### **9.22 Transfer of Leave Credits Between Family Members**

Upon request of an employee and upon approval of a Department director or designee, leave credits (CTO, annual leave, personal leave, personal holiday, vacation and/or holiday credit) may be transferred between family members in accordance with departmental processes (donations may be made by a child, parent, spouse, sibling, other person residing in the immediate household, or domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297), under the following conditions:

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

- C. Sick leave credits cannot be transferred.
- D. The receiving employee must have exhausted all leave credits.
- E. The donations must be a minimum of a one (1) hour and in whole increments thereafter.
- F. Transfer of leave credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- G. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
- H. Donations shall be made on a form signed by the donating employee and verified by the donating department. Once transferred, donations will not be returned to the donor.

### **9.23 Absences for Duty in the Uniformed Services**

- A. General: The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) which is found at Title 38 U.S. Code, Chapter 43, Sections 4301-4333 covers rights and obligations of employees who are absent while service in the Uniformed Services and the obligations of their employers. For California State employees USERRA is supplemented by the California Government Code Sections 19770 through 19786.

This section of the MOU serves as a summary of the relevant duties and obligations of both the employees and employer under the law.

1. Service in the Uniformed Services (military service) means the performance of duty in a Uniformed Service. The Uniformed Services consists of:
  - a. Army, Navy, Air Force, Marine Corps, or Coast Guard
  - b. Army, Navy, Air Force, Marine Corps, or Coast Guard Reserve
  - c. Army or Air National Guard
  - d. Commissioned Corps of the Public Health Service
  - e. Others as designated by the President in time of war or emergency
2. Duty in the Uniformed Services (military service) can be voluntary or involuntary and consists of the following:
  - a. Active duty (including initial or reoccurring training)
  - b. Inactive duty training

- c. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- B. Advance Notice of Military Leave: Unless prevented by "military necessity," or in cases where advance notice is unreasonable or impossible, the employee is required to provide the employer with advanced notice of all military service.
  - 1. Notice may either be written or oral. The notice may be provided either by the employee or by an appropriate officer of the branch of military service in which the employee will be serving.
  - 2. USERRA does not specify a minimum period of time for advanced notice. Employees are expected to make a good faith effort to notify their employer when they are notified or volunteer for military service. Typically, employees will provide a copy of their drill schedule within thirty (30) days of receipt from the employee's company officer.
- C. Leave for Military Service: Once an employee has been scheduled for military service the Department is required to approve leave for the employee to complete their service commitment.
  - 1. Employees are allowed, but not required, to use accrued leave credits (other than sick leave) to complete their military service commitment. Employees may, at their discretion, elect to take a leave without pay while performing military service.
  - 2. The employee must actually attend and complete the military service on the scheduled dates. The employee shall not obtain approval to fulfill military service obligations on Saturday and/or Sunday, then complete their military obligation (without the department's knowledge) on the employee's RDOs (if other than Saturday and/or Sunday), and then use the pre-approved Saturday and/or Sunday leave for non-military, personal reasons. If an employee fails to notify management that the time on the weekend is no longer required for attendance at a military obligation, and still takes the time off, the employee may be subject to discipline.

For example, an employee's RDOs are Tuesday/Wednesday and they are scheduled to attend a weekend reserve drill on Saturday/Sunday. Then this employee subsequently fulfills the drill obligation by attending pre-drill or post-drill on their RDOs on Tuesday/Wednesday. This employee is then required to notify State management of this change as soon as possible. Authorization to use leave credits to cover the Saturday/Sunday drill period is thus automatically rescinded.
  - 3. Upon request, an employee who is scheduled for a reserve drill period will have their schedule accommodated for the workweek in which the reserve drill period is scheduled such that the shift and Regular Days Off (RDOs) will coincide with the scheduled reserve drill period. The employee will be

afforded the opportunity to move to second watch or stay on current watch (e.g., BU7 employee has RDOs on Tuesdays and Wednesdays. The employee is then scheduled for their reserve drill obligation on Friday and Saturday. So the employee does not have to burn their own time accrued leave, the department is willing to change the employee's RDOs upon the employee's request from T/W to F/S for that week).

4. The employer will continue to adhere to the requirements of the California Government codes, and applicable Federal laws for leaves as described under Section A above.
- D. Sick Leave During Military Service: If an employee becomes unable to fulfill their scheduled military service obligation due to illness/injury, the employee is required to notify their employer so the absence can be appropriately recorded as sick leave. The employee must submit, with the 998A form, verification from the military confirming the absence from military service was due to illness or injury.
- E. Reporting Back to Work After Military Service: Time limits for reporting to work after military service depend on the length of the military service completed.
1. For periods of service less than thirty-one (31) days, and fitness examinations, the employee must report to work at the beginning of the regularly scheduled work day following completion of the service plus a period for safe transportation to the person's residence and an additional 8 hours rest period.
- As an example, an employee may be released from military service duty at 5:00 p.m. Sunday and arrive home at 8:00 p.m. Sunday, after a three-hour commute. Once the employee has arrived home they are entitled to an eight-hour rest period. After the rest period the employee must report to the employer no later than the beginning of the first regularly scheduled workday. In this case an employee could be required to report to work at 6:00 a.m. on Monday morning.
2. For periods exceeding thirty (30) days reference USERRA.
- F. The parties agree that this section is not subject to the grievance and arbitration provisions but does not diminish any rights and remedies that are provided under State and Federal law.

## **9.24 Financial Assistance for BU 7 Death**

When a BU 7 employee suffers a death due to illness or injury which was not incurred in the line of duty, a request may be made to the Department designed to allow employees to donate leave credits (CTO, annual leave, vacation, personal leave, excluding sick leave) to the leave bank of that employee. The value of the donated leave credits is

considered wages subject to State, Federal and Medicare Tax withholding and is paid by the donor. The value of this time minus the mandatory tax withholding, may be converted to provide direct financial assistance to the beneficiary designated on the employee's STD 243 (Designation of Beneficiary) form. As funding permits, a maximum limit of financial assistance will be determined by the Department designee. The value of any leave transferred under this Section is reportable on the donor's annual form W-2, Wage and Tax Statement

## **ARTICLE 10 – HEALTH AND WELFARE**

### **10.1 Benefits**

#### **A. Consolidated Benefits (CoBen) Program Description**

##### **1. CoBen Allowance**

Effective on the first day of the pay period following ratification of this agreement by both parties, the State will continue to pay the contribution rates established on January 1, 2023 for the Consolidated Benefits (CoBen) Allowance. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS.

- a. The State shall contribute \$735 per month for coverage of an eligible employee. (Party code one)
- b. The State shall contribute \$1,461 per month for coverage of an eligible employee plus one (1) dependent. (Party code two)
- c. The State shall contribute \$1,888 per month for coverage of an eligible employee plus two (2) or more dependents. (Party code three)

The employer health benefits contribution for each employee shall be a flat dollar 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 benefit year. The established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas above on January 1, 2024, January 1, 2025, and January 1,

2026. There shall be no further increase or decrease to the amount(s) in subsequent years without a negotiated agreement.

To be eligible for CoBen contributions, an employee must positively enroll in a health plan administered or approved by CalPERS and/or a dental plan administered or approved by CalHR.

## 2. Enrollment Options

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that they have qualifying group health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that they have qualifying group health coverage and dental coverage from other sources, the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive one hundred fifty-five dollars (\$155) in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- d. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that they have qualifying health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive one hundred thirty dollars (\$130) per month. (The State will pay the premium cost of the dental plan and vision plan). Cash will not be paid in lieu of dental benefits only or vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- e. Permanent Intermittent (PI) employees shall be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year if they meet all of the following criteria:

- (1) must be eligible to enroll in health or health and dental coverage as of January 1 of the Plan Year for which they are enrolling and;
- (2) must have a PI appointment which is effective from January 1 through June 30 of the Plan year for which they are enrolling and;
- (3) must be paid for at least four hundred eighty (480) hours during the January through June control period for the Plan Year in which they are enrolling and;
- (4) must have submitted the enrollment form during the CoBen open enrollment period or are newly eligible.

This subdivision is not grievable or arbitrable.

- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in subsection A.1.a. b. or c., or A. 2. above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

## B. Health Benefits Eligibility

### 1. Employee Eligibility

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

### 2. Permanent Intermittent (PI) Employees

- a. Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) 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 AB26 (Chapter 588, Statutes of 1999).

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

## C. Dental Benefits

### 1. Contribution

The employer contribution for dental shall be included in the Consolidated Benefits Allowance as specified in subsection A.1 and A.2.

### 2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this agreement.

### 3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection A.2. and B.3. of this agreement.

## D. Vision Benefit

### 1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in subsection A.1. and A.2. The vision benefit provided by the State shall have an employee copayment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

### 2. Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this agreement.

### 3. Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under subsection A.2. and B.3 of this agreement.

## E. FlexElect Program

### 1. Program Description

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.

- a. Employees who meet the eligibility criteria stated in subsection B.1. will also be eligible to enroll into a Medical Reimbursement and/or Dependent Care Reimbursement Account (excluding permanent intermittent).

### 2. Employee Eligibility

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 and have permanent status, or if in a limited term or a temporary authorized (TAU) 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.

## F. Lifeguard II (Seasonal)

The State agrees to continue the established practice of providing dental and vision coverage for Unit 7 Seasonal Lifeguards, consistent with the enrollment and eligibility criteria described under Section 10.1, subsections C. and D.

## 10.2 Counseling Services

- A. The State will provide counseling services for Unit 7 permanent employees and their dependents. Counseling sessions shall be confidential.
- B. Counseling services shall be provided by an independent contractor.

## 10.3 Enhanced Industrial Disability Leave (EIDL)

- A. A Peace Officer or Firefighter who loses the ability to work for more than twenty-two (22) workdays on the forty (40) hour clock as the result of an injury incurred in the official performance of their duties may be eligible for a financial augmentation to the existing industrial disability leave (IDL) benefits. Such injury must have been as a direct consequence of (1) a "criminal act of violence" perpetrated on the person of the peace officer or firefighter who was performing in the line of duty; (2) or as a result of providing medical aid, (3) engaging in a life

saving effort, responding to or returning from a false alarm, (4) while on any other type of emergency response, or (5) in the course of responding to, returning from, or fighting an active fire.

A "criminal act of violence" means an act which results in injury to the peace officer or firefighter, and which would constitute a misdemeanor or felony if pursued to conviction.

An active fire is defined in PRC 4103, 4104, 4170, and 4170.5.

- B. EIDL eligibility and benefits may not exceed fifty-two (52) weeks [three hundred sixty-five (365) calendar days] within two (2) years of the first day (i.e., date) of lost time. The employee's full gross salary is reduced by the amount of Federal and State income tax and OASDI or Medicare to establish the "EIDL reduced gross". The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administration charge, tax sheltered annuity or Flex-elect will not be withheld from EIDL payments. EIDL payments are not reported as taxable wages or other compensation on the Form W-2.
- C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the qualifying incident as described in section (A) 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 origins.
- D. The final decisions 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 to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- F. This section relating to EIDL is grievable only to the third (3<sup>rd</sup>) step of the grievance procedure of this MOU.
- G. This section does not apply to the Bargaining Unit 7 Peace Officers employed by Department of Justice or Department of Fish and Wildlife in accordance with section 4800 of the Labor Code.
- H. Bureau of Forensic Services – DOJ

The parties agree that Criminalists, Photo Electronic Specialists and Latent Print Analysts with the Department of Justice's Bureau of Forensic Services (DOJ-BFS) who serve as Crime Scene Responders, handle and examine (identify)

evidence and preserve (collect) samples for later laboratory analysis where controlled environmental conditions can apply. Therefore, in recognition of the hazards and risks of occupational exposures at Clandestine Laboratory investigations and other crime scene investigations, the parties agree that the Enhanced Industrial Disability Leave benefits as set forth in the criteria under this section, shall apply to an employee with the DOJ-BFS who incurs an injury while at a crime scene and while performing his or her official duties as a crime scene responder.

I. Consumer Affairs

The parties agree that Enhanced Industrial Disability leave benefits as set forth in the criteria under this section, shall apply to the classification of Inspectors, Department of Consumer Affairs and Program Representative, Bureau of Automotive Repair, who suffers an injury as a result of an assault while performing said duties of the above referenced classifications.

J. Motor Vehicles

The parties further agree that the Enhanced Industrial Disability Leave benefits as set forth in the criteria under this section, shall apply to a Licensing Registration Examiner within the Department of Motor Vehicles who suffers injury as a result of involvement in an automobile accident while performing a driving examination, or as a result of a criminal act of violence, as defined by A. (1).

#### **10.4 Enhanced Non-Industrial Disability Insurance – Annual Leave**

- A. This Enhanced Non-Industrial Disability Insurance (ENDI) provision is only applicable to employees participating in the annual leave program referenced in section 9.4.
- B. ENDI is a program for State employees who become disabled due to non- work-related disabilities as defined by section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at fifty percent (50%) of their gross salary, payable monthly for a period not exceeding twenty-six (26) weeks for any one-disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave, or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an ENDI claim, an employee may elect either the fifty percent (50%) ENDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for ENDI has been filed and

the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period. Absent sufficient supplementation, ENDI payments are not considered a qualifying pay period under CalHR Rules 599.608 and 599.609.

- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one (1) full day. A full day is defined as a twenty-four (24) hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, they are not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of their disability, may upon the discretion of the appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed one hundred percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under (C) of this Section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director or the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of their position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- J. All other applicable CalHR laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.

- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on a Non-Industrial Disability Insurance (NDI) claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 10.5 and such benefits are limited to one hundred thirty-five dollars (\$135) per week, or as provided by law, whichever is greater.

### **10.5 Non-Industrial Disability Insurance**

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work-related disabilities as defined by section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed one hundred thirty-five dollars (\$135) per week or as provided by law or whichever is greater, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one (1) full day. A full day is defined as a twenty-four (24) hour period starting at midnight.
- D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, they are not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return

to full-time work during the period of their disability, may upon the discretion of the appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed one hundred percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under (B) of this Section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of their position.

- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- I. All other applicable CalHR laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an NDI employee's benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

## **10.6 Intentionally Excluded**

## **10.7 Pre-Tax of Health/Dental Premium Costs**

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

## **10.8 Long Term Care Insurance Plans**

- A. Employees in classes assigned to Bargaining Unit 7 are eligible to enroll in any long-term care insurance plan sponsored by the CalHR. The employee's spouse, siblings, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to the CalHR and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

## **10.9 Limited Duty Assignments**

When an employee claims temporary disability from performing their usual and customary duties, the State may require medical substantiation of the condition.

Upon request of the employee, when temporary disability is confirmed by medical substantiation, a limited duty assignment may be considered. Consistent with State Personnel Board rules, the State may provide a limited duty assignment within the employee's medical restrictions and classification, dependent on availability of work and funding.

The Union recognizes that limited duty assignments are not possible in every work setting and that the creation of a limited duty assignment is at the discretion of the appointing power. Furthermore, employees accepting a limited duty assignment may be required to change work schedules (i.e. start/stop times, days off, assigned shift-days, swing, or graveyard).

Accommodations made under this section shall not interfere with the seniority rights or other explicit rights granted Bargaining Unit 7 employees by this agreement.

This section is grievable to the third (3<sup>rd</sup>) step of the grievance procedure. Matters contained in this section not resolved at the third (3<sup>rd</sup>) step of the grievance procedure may be appealed to the State Personnel Board.

## **10.10 Medical Examination**

- A. A Unit 7 employee, when required to submit to a medical examination pursuant to Government Code section 19253.5, shall be provided with a written statement indicating the reasons for the examination. The parties recognize that the employer must take reasonable precautions to ensure the safety, security, and well-being of other employees who may have offered information germane to the circumstances leading to the examination.
- B. Such examination shall be conducted by a licensed physician or under their direction.
- C. The cost of the examination shall be paid by the employer.

- D. The employer is aware of the restrictions on medical confidentiality pursuant to Civil Code section 56.10, and in no event shall supervisors attempt to be present when an employee is being examined by a medical provider.

## **10.11 NDI Family Care Leave**

### Overview:

Effective no later than January 1, 2024, Unit 7 employees enrolled in the Annual Leave Program will be eligible for Non-Industrial Disability Insurance Family Care Leave (NDI-FCL). This program provides partial wage replacement for up to six (6) weeks within a 12-month period. ENDI-FCL allows eligible employees to care for a seriously ill family member or bond with a newborn child, adopted child, or foster care placement.

NDI-FCL includes qualifying exigency leave. A qualifying exigency leave is related to the covered active duty or call to active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces. Qualifying reasons may be found in the Unemployment Insurance Code section 3302.2.

Employees who meet the eligibility requirements receive 50 percent of their gross salary for each week of NDI-FCL. For each day of NDI-FCL, employees are entitled to 1/7 of their weekly entitlement. Employees eligible for NDI-FCL may elect to supplement their NDI-FCL benefit to either a rate of 75%- or 100%- income replacement at the time of filing the NDI-FCL claim.

### Eligibility:

To qualify, employees must be unable to perform their regular or customary work due to the need to care for a seriously ill family member or to bond with a new child (because of the birth of a child of the employee, adoption, or foster care placement of a child with the employee). A family member for purposes of NDI-FCL means child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner.

### Retirement:

Employees will not earn Public Employees' Retirement System (CalPERS) service credit for the 50% NDI-FCL wages but would receive partial credit if they supplement to 75% or 100%. Employer contributions to the employee's retirement account will not be made while receiving NDI-FCL. CalPERS credit is earned for the time worked or supplemented with accrued leave.

### Other:

Parties agree to support legislation to amend applicable Government Codes including section 19878.5, as well as any applicable California Code of Regulations to provide NDI-FCL to represented bargaining unit 7 employees.

A special Open Enrollment into the Annual Leave Program shall be held during the months of October 2023 and November 2023, allowing employees who are in the

Vacation and Sick Leave Program the opportunity to elect to enroll in the Annual Leave Program.

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

## **ARTICLE 11 – RETIREMENT**

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

### **11.1 Peace Officer/Fire Fighter Retirement Plan**

Eligible Unit 7 employees as currently described in Government Code section 20391, 20392, 20393, 20395 shall be enrolled in the State retirement formula known as the "Peace Officer/Fire Fighter" retirement formula, unless they have elected otherwise pursuant to applicable rules.

### **11.2 1959 Survivors' Benefits – Fifth Level**

Eligible Unit 7 employees receive the Public Employees' Retirement System 1959 Survivor allowance under Government Code sections 21574.7 and 21581.

### **11.3 401(k) / 457 Deferred Compensation Program**

Employees of Unit 7 are to be included in the State of California, CalHR, 401(k) or 457 Deferred Compensation Program.

- A. To the extent permitted by federal and state law, effective January 1, 2002 [or no later than four (4) months following ratification of this agreement by both parties] employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 or 401(k) plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401(k) plan account, they must enroll in the SPP and become a participant in one (1) or both plans no less than sixty (60) days prior to the 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 amount of annual deferrals.

**11.4 Retirement: PO/FF A Retirement Formula (3% at age 50), PO/FF B Retirement Formula (2.5% at age 55), and Public Employees' Pension Reform Act (PEPRA) PO/FF Retirement Formula (2.5% at age 57)/Contribution Rate/Final Compensation Earnable for Peace Officer/Firefighter Members**

- A. Unit 7 employees of the Peace Officer/Firefighter (PO/FF) retirement plan who are employed on or after January 1, 2004 and prior to January 15, 2011, shall be subject to the 3% at 50 service retirement formula prescribed in Government Code section 21363.8.
- B. PO/FF retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, and qualify for CalPERS membership are subject to the PO/FF B Retirement Formula. The PO/FF B Retirement Formula does not apply to:
- Former state employees who return to state employment on or after January 15, 2011.
  - State employees hired prior to January 15, 2011, who were subject to the Alternate Retirement Program (ARP).
  - State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
  - Persons who are already members or annuitants of the California Public Employees' Retirement System as a State employee prior to January 15, 2011.

The above categories are subject to the PO/FF A retirement formula.

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

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

<b>Age at Retirement</b>	<b>PO/FF A Formula (3% at age 50) G.C. 21363.8</b>	<b>PO/FF B Formula (2.5% at age 55) G.C. 21363</b>	<b>PEPRA PO/FF Formula (2.5% at age 57) – G.C. 7522.25(c)</b>
	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	3.000	2.000	2.000
51	N/A	2.100	2.071
52	N/A	2.200	2.143
53	N/A	2.300	2.214
54	N/A	2.400	2.286
55	N/A	2.500	2.357
56	N/A	N/A	2.429
57	N/A	N/A	2.500

E. Employee Retirement Contribution

1. As stated in Government Code Section 20683.2, effective July 1, 2013, Unit 7 PO/FF members shall contribute an additional one and one-half percent (1.5%) to retirement; PO/FF members shall contribute eleven and one-half percent (11.5%) of pensionable compensation in excess of \$513 for retirement.
2. As stated in Government Code Section 20683.2, effective July 1, 2014, Unit 7 PO/FF members shall pay an additional one and one-half percent (1.5%) to retirement; PO/FF members shall contribute thirteen percent (13%) of pensionable compensation in excess of \$513 for retirement.
3. Effective July 1, 2022, the employee contribution rates described in 11.4(E)(2) for PO/FF A, PO/FF B, and PEPRA PO/FF retirement formulas shall be increased by one percent (1%). PO/FF members shall contribute fourteen percent (14%) of pensionable compensation in excess of \$513 for retirement.

4. Effective July 1, 2023, the employee contribution rates described in 11.4(E)(3) for PO/FF A, PO/FF B, and PEPRA PO/FF retirement formulas shall be increased by one percent (1%). PO/FF members shall contribute fifteen percent (15%) of pensionable compensation in excess of \$513 for retirement.

#### F. Final Compensation

Final Compensation for a Unit 7 PO/FF employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for a Unit 7 PO/FF employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

### **11.5 State Safety Member Retirement: State Safety A Retirement Formula (2.5% at age 55), State Safety B Retirement Formula (2% at age 55), and Public Employees' Pension Reform Act (PEPRA) State Safety Retirement Formula (2% at age 57)/Contribution Rate/Final Compensation Earnable**

- A. State Safety retirement members first employed by the State prior to January 15, 2011, are subject to the State Safety A Retirement Formula.
- B. State Safety retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, and qualify for CalPERS membership are subject to the State Safety B Retirement Formula. The State Safety B Retirement Formula does not apply to:
  - Former State employees who return to State employment on or after January 15, 2011.
  - State employees hired prior to January 15, 2011, who were subject to the Alternate Retirement Program (ARP).
  - State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
  - Persons who are already members or annuitants of the California Public Employees' Retirement System as a State employee prior to January 15, 2011.

The above categories are subject to the State Safety A Retirement Formula.

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

<b>Age at Retirement</b>	<b>State Safety A Formula (2.5% at age 55) G.C. 21369.1</b>	<b>State Safety B Formula (2% at age 55) G.C. 21369</b>	<b>PEPRA State Safety Formula (2% at age 57) G.C. 7522.25(b)</b>
	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	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55	2.5000	2.000	1.836
56	N/A	N/A	1.918
57 and over	N/A	N/A	2.000

E. Employee Retirement Contribution

- As stated in Government Code Section 20683.2, effective July 1, 2013, State Safety members shall contribute an additional one percent (1%) retirement contribution; State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317 for retirement.
- As stated in Government Code Section 20683.2, effective July 1, 2014, State Safety members shall pay an additional one percent (1%) retirement contribution; State Safety members shall contribute eleven percent (11%) of pensionable compensation in excess of \$317 for retirement.
- Effective July 1, 2023, the employee contribution rates described in 11.5(E)(2) 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 \$317 for retirement.

## F. Final Compensation

Final Compensation for a Unit 7 State Safety employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for a Unit 7 State Safety employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

### **11.6 State Miscellaneous/Industrial- First Tier Member Retirement: 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) Formulas/ Contribution Rate/ Final Compensation Earnable**

- A. Miscellaneous/Industrial First Tier members first employed by the State on or after January 1, 2000, and prior to January 15, 2011, are subject to the First Tier A retirement formula prescribed in Government Code Section 21354.1, except where otherwise provided by Government Code.
- B. Miscellaneous/Industrial First Tier members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, and qualify for CalPERS membership are subject to the First Tier B Retirement Formula prescribed in Government Code Section 21353.
- 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 Government Code Section 7522.20.

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

<b>Age at Retirement</b>	<b>First Tier A Formula (2% at age 55) G.C. 21354.1</b> Employees hired prior to January 15, 2011	<b>First Tier B Formula (2% at age 60) G.C. 21353</b> Employees first hired on and after January 15, 2011, and prior to January 1, 2013	<b>PEPRA First Tier Formula (2% at age 62) G.C. 7522.20</b> Employees eligible for CalPERS membership for the 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	2.00	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	2.00	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

E. Employee Retirement Contribution

1. As stated in Government Code Section 20677.71, State Miscellaneous/Industrial First Tier members shall contribute eight percent (8%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement.
2. Effective July 1, 2023, the employee contribution rates described in 11.6(E)(1) for the First Tier A, First Tier B, and PEPRA First Tier retirement formulas shall be increased by one-half percent (0.5%). State Miscellaneous/Industrial

First Tier members shall contribute eight and one-half percent (8.5%) of pensionable compensation in excess of \$513 for retirement.

F. Final Compensation

Final Compensation for a Unit 7 Miscellaneous/Industrial employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for a Unit 7 Miscellaneous/Industrial employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

### 11.7 Second-Tier Retirement Plan

Unit 7 members may participate in the Second-Tier retirement plan as prescribed by Government Code Section 21070.5.

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

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

C. Employee Retirement Contribution

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

D. Final Compensation

Final Compensation for a Unit 7 State Safety employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for a Unit 7 First Tier employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1,

2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

### **11.8 First Tier Eligibility for Employees in Second Tier**

Pursuant to Government Code 21073.7, Unit 7 employees who are subject to the Second Tier retirement benefits may make an irrevocable election to be subject to the First Tier benefits.

### **11.9 Retirement Legislation**

The Union agrees that if the Legislature enacts any retirement reforms through legislation, or if any retirement reforms are enacted by initiative, and these retirement reforms apply to employees in Unit 7, then this contract will not be a bar to implementation, subject only to a thirty (30) day period of bargaining over the impact.

### **11.10 Public Employees' Pension Reform Act of 2013 (PEPRA)**

#### **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 State Code Section 430 (b). The 2013 limits are \$113,700 for members subject to Social Security and \$136,440 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

#### **B. Alternate Retirement Program – New Employees**

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

#### **C. Equal sharing of Normal Cost**

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

## 11.11 Tax Treatment of Employee Pension Contribution

Employee Contributions to CalPERS are made by the Employer on behalf of its employees. For this purpose, "Employee Contributions" means those contributions that are deducted from employees' salary and credited to individual employees' accounts under CalPERS. This section specifically covers Employee Contributions made on behalf of employees covered by this collective bargaining agreement.

### A. Pick-Up of Employee Contributions

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

- the contributions made by the Employer to CalPERS, although designated as Employee Contributions, are being paid by the Employer in lieu of contributions by the employees who are members of CalPERS;
- employees do not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to CalPERS;
- the Employer is paying to CalPERS the contributions designated as Employee Contributions from the same source of funds as used in paying salary; and
- the amount of the contributions designated as Employee Contributions and paid by the Employer to CalPERS on behalf of an employee is the entire contribution required of the employee under CalPERS.

### B. Tax Characterization of Picked-Up Employee Contributions

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

### C. Wage Adjustment

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

#### D. Limitations of Operability

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

#### E. No Arbitration

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

### **11.12 Alternate Preretirement Death Benefit**

The Union and State agree that the Alternate Preretirement Death Benefits set out in Government Code Sections 21547, 21547.5 and 22760 shall remain in effect for Unit 7 employees.

## **ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS**

### **12.1 Business And Travel Expense**

The parties agree during the term of this contract that the State shall implement the Business and Travel Expenses provisions set forth in the attached Appendix 1- 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 the Appendix 1-12.1 Business and Travel Expenses shall become operative as follows:

Appendix 1 – Effective upon the implementation date provided by the State to CSLEA, as determined by the State. Appendix 1-12.1 Business and Travel Expenses shall be operative and replace this 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 7 employees.

The state agrees to reimburse employees for actual necessary and appropriate business and travel expenses in accordance with CalHR rules and current CalHR policy ([HR Manual Section \[Travel/Relocation\]](#)).

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

The state agrees that the per diem and lodging reimbursements set forth in current CalHR policy ([HR Manual Section \[Travel/Relocation\]](#)) shall not be reduced during the term of this agreement.

Reimbursement Rates (as of July 2019)

**Meals/Incidentals:**

<b>Type</b>	<b>Reimbursement Rate</b>
Breakfast	up to \$7.00
Lunch	up to \$11.00
Dinner	up to \$23.00
Incidentals	up to \$5.00

**Lodging:**

<b>County</b>	<b>Max. Lodging Reimbursement Rate</b>
All counties except those listed below	\$90
Sacramento, Napa, Riverside	\$95
Marin	\$110
Los Angeles, Orange, Ventura & Edwards AFB, less 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

**12.2 Uniform Replacement Allowance**

- 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 allowance based upon actual costs for an amount to be determined by the State for eligible employees. "Uniform" means outer garments, including boots, 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, functions performed, rank or time in service. Employees shall be responsible for the purchase of a required uniform as a condition of employment. Employees shall wear their required uniform only in an official capacity.

1. Full-time employees in the following classifications will receive a Uniform Replacement Allowance up to nine hundred fifty dollars (\$950.00).

Arson and Bomb Investigator

Communications Operator, Cal Fire

Conservationist I, CCC

Conservationist II, CCC

Coordinator (Law Enforcement), OES

Coordinator (Fire Services), OES

Department of Justice Security Officer

Deputy State Fire Marshal

Deputy State Fire Marshal III (Specialist)

Fish and Wildlife Warden

Fish and Wildlife Warden Cadet

Fire Fighter

Captain Firefighter/Security Officer

Firefighter/Security Officer

Hospital Police Officer

Lieutenant (Specialist), Fish and Wildlife

Museum Security Officer

Exposition Police Officer

Oil Spill Prevention Specialist

Peace Officer I - Developmental Center

State Park Peace Officer Cadet (Ranger)

State Park Peace Officer Cadet (Lifeguard)  
State Park Peace Officer (Lifeguard)  
State Park Peace Officer (Ranger)  
State Fair Police Officer and Sergeant  
State Fire Marshal Trainee  
Supervising Museum Security Officer  
Warden Pilot, Department of Fish and Wildlife

2. Less than full-time employees in the following classes will receive up to six hundred forty dollars (\$640) in accordance with existing State laws, rules, and policies:

Department of Justice Security Officer  
Hospital Police Officer  
Firefighter and Firefighter/Security Officer  
Captain Firefighter/Security Officer  
Oil Spill Prevention Specialist  
Peace Officer I – Developmental Center  
State Park Peace Officer Cadet (Ranger)  
State Park Peace Officer Cadet (Lifeguard)  
State Park Peace Officer (Lifeguard)  
State Park Peace Officer (Ranger)

3. Permanent full-time employees in the classification of Pool Lifeguard will receive a Uniform Replacement Allowance up to three hundred dollars (\$300).
  - a. Less than full-time employees in the classification of Pool Lifeguard will receive up to three hundred dollars (\$300), in accordance with existing State laws, rules, and policies.
4. Permanent full-time employees in the class of Marine Safety Inspector or Marine Specialist I shall receive a Uniform Replacement Allowance up to two hundred five dollars (\$205).

- a. Permanent full-time employees in the class of Marine Safety Specialist II shall receive a Uniform Replacement Allowance up to fifty-seven dollars (\$57).
  - b. Less than full-time employees in the classes of Marine Safety Inspector/Specialist shall receive up to the maximum Uniform Replacement Allowance for their class in accordance with existing State laws, rules, and policies.
5. Employees in the classifications of Lifeguard I (Seasonal) and Lifeguard II (Seasonal) shall receive a uniform replacement allowance of fifty-five dollars (\$55) for each period of one hundred sixty (160) hours of paid employment to be paid upon termination or furlough for any reason. The hours worked in excess of one hundred sixty (160) hours in a monthly period shall not be counted or accumulated.
6. Employees in the classification of Lifeguard (permanent intermittent) will receive a uniform replacement allowance up to fifty-five dollars (\$55) for each period of one hundred sixty hours (160) hours of paid employment.
7. Limited term employees of the CCC will be responsible for purchasing their initial uniform complement as a condition of employment as prescribed in the California Conservation Corps Uniform Policy (Administrative Manual 2819). The Department shall reimburse eligible limited term employees for the replacement of uniform items listed in the department uniform specifications. The uniform will be required to be worn only in an official capacity.
  - a. In order to qualify for a uniform replacement allowance, a limited term employee's appointment must exceed twelve (12) months. The twelve (12) month qualifying period need not be consecutive. Employees who are appointed for a period of twelve (12) months or less shall not qualify for this allowance. Employees must be working on February 1 to be eligible for this allowance. Employees who have not completed one (1) full year of service as of February 1 shall be eligible for a prorated uniform replacement allowance based in the uniform replacement allowance amount of this contract section.
8. When the Department of Parks and Recreation requires cadets in state sponsored academy to purchase uniforms for wear at that academy and where the uniforms cannot be worn at the Mott Training Center or for subsequent employment with DPR, the Department agrees to reimburse the employee for these uniforms.
9. In addition to the annual allowances identified in A.1 and A.2 above, the employees identified in A.1, and A.2, shall receive twenty-five dollars (\$25.00) per month for the maintenance and cleaning of the uniforms. This monthly allowance will not be considered compensation for use in computing

retirement allowance. Employees shall receive payment in December of each year representing payment for the period on November 1 of the previous year through October 31 of the year in which the allowance is paid.

- B. The uniform replacement allowance anniversary date for full-time Unit 7 employees identified in A.1. above shall continue to be February 1 of each year. Employees will receive their allowance based on that date in accordance with existing State laws, rules, and regulations. Employees who do not have one (1) full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules, and regulations.
- C. It is understood by the parties that the Department has no control over the procedures and processes of the State Controller's Office and that such procedures and processes may impact the timeliness of the uniform replacement allowance checks.
- D. Less than full-time Unit 7 employees identified in A.2. above will continue to receive uniform replacement allowances in accordance with existing laws, rules, and regulations.
- E. The uniform replacement allowance shall not be considered compensation for purposes of retirement.
- F. During the term of this contract, Department of Motor Vehicles will meet and discuss with CSLEA regarding establishing a LRE uniform and correlating uniform replacement allowance to be incorporated into Section 12.2.

### **12.3 Transportation Incentives and Parking Rates**

#### **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 the State agencies up to the current monthly exclusion amount provided by the Internal Revenue Service (IRS). Employees who purchase public transit passes on their own shall be eligible for a one hundred percent (100%) reimbursement up to the currently monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both the mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. 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 the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both the 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. 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 an 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 for employee 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. Parking

For the term of this agreement, the parties agree that the State may increase parking rates in existing owned, wholly leased or administered lots in an amount not to exceed twenty dollars (\$20) per month. Every effort shall be made to provide employees sixty (60) calendar days but no less than thirty (30) calendar days’ notice of a parking rate increase. Rates at new lots owned, wholly leased or administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot. This section does not apply to parking spaces leased in parking lots owned or administered by private vendors.

E. 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 changes of policies.

## **12.4 Personal Property**

The State shall reimburse an employee for the repair or replacement cost of any personal property damaged, destroyed, stolen, or lost in the line of duty without substantial fault of the employee, where said property is required for use in the performance of their duties, or where said property is of such a nature as to be ordinarily worn or carried on duty. The repair or replacement cost shall not exceed ten percent (10%) above the cost of comparable State issued equipment. The State employer will not approve reimbursement for lost, stolen, destroyed, or damaged jewelry, with the exception of a timepiece. The repair or replacement cost for a timepiece shall not exceed one hundred dollars (\$100.00).

## **12.5 Business Cards/Identification Cards**

- A. Employees having public contact, or otherwise having a demonstrated job-related need, shall be provided, upon request, with an adequate supply of business cards. Such business cards shall be individual printed cards, in the cases of those departments, which have in the past provided the same. All permanent Unit 7 employees whose duties do not involve personal contact with members of the public shall be allowed to order business cards. These employees shall be required to reimburse the State for any printing cost of these cards. Business cards shall not misrepresent the employee, the employee's position or authority, the employer, and the employee's business address and phone number.
- B. The Department of Motor Vehicles shall provide a clip-on/pin-on type photo identification card to each Licensing Registration Examiner, which can be worn while on duty.

## **12.6 Physical Examination Reimbursement**

The State employer shall provide for general physical examinations when required by the department head or designee. When the State employer determines it economically advantageous to purchase the general physical examination from non-state sources, the employee shall be reimbursed for the actual cost of the examination.

## **12.7 State-Owned Housing Rental and Utility Rates**

### **A. Rent**

Rental rates for all types of State-owned employee housing, including trailers and trailer pads, shall 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 not to exceed the current fair market value.

2. During the term of this contract, where no rent is being charged, the State shall begin charging rent at twenty-five percent (25%) of the current fair market value. When an employee vacates State-owned housing, including trailers and trailer pads, the State shall raise rent for such housing up to the current fair market value.
3. Employee rental of State-owned housing shall not ordinarily be a condition of employment. Where the rental of State-owned housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the current fair market value 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

Utility charges for all types of State-owned housing, including trailers and trailer pads, shall 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, not to exceed the current fair market value.
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.
  - a. In the Department of Parks and Recreation, prior to individual metering for gas and/or electricity and consistent with design or historic restrictions, the housing unit will be retrofitted with the following weatherization measures:
    - (1) Ceiling Insulation
    - (2) Caulking
    - (3) Weatherstripping
    - (4) Water Heating Blanket
    - (5) Duct Wrap

If the Department determines the housing unit cannot be individually metered or if historic considerations, house design or construction render all practical

weatherization measures inappropriate or ineffective and resulting utility costs would be excessively high, a flat rate utility fee in accordance with the above schedule will be paid to the Department of Parks and Recreation by the employee.

C. Maintenance of Housing - Department of Parks and Recreation

1. The Department of Parks and Recreation agrees that housing occupied by Unit 7 employees shall be maintained consistent with the DPR facility maintenance program and at a standard not less than that applied to any other Department housing. For vacant housing the Department determines is no longer cost beneficial to maintain, the Department reserves the right to remove the house from availability.
2. Unit 7 employees of the Department of Parks and Recreation who have a complaint about the condition of the housing they occupy may file a grievance through the grievance process as follows:
  - a. Grievances on the condition of housing related to an untenable dwelling, as contained in Civil Code Section 1941.1, shall be subject to the full grievance procedure if the Unit 7 employee is required to live in State housing.
  - b. Grievances on the condition of housing, other than those in C.(2)(a) above shall only be subject to the first three (3) formal levels of the grievance procedure, with the Department of Parks and Recreation being the final review.

D. Tenants' Rights – Department of Parks and Recreation

Nothing in this Contract shall supersede any rights that may otherwise be guaranteed to Department of Parks and Recreation employees under applicable tenant laws. This provision shall not be subject to the grievance and arbitration procedures as stated in the collective bargaining agreement between CSLEA and the State for Bargaining Unit 7.

**12.8 Cellular Phone Allowance**

Licensing Registration Examiners (LRE) with the Department of Motor Vehicles shall be allowed to carry a personally owned cell phone while on a drive test, unless the Department elects to provide a State issued cell phone. Those LREs who have notified the department that they intend to carry their personal cell phone shall be reimbursed twelve dollars (\$12) per month for the use of the cell phone for business purposes during drive tests.

1. For purposes of the provision, business purposes include having the cell phone available for the safety of the LREs in case of an accident or other emergency and for making business calls to the office.

2. Management shall have the right to verify that a LRE who is receiving this reimbursement is in possession of a phone during the drive tests.
3. LREs who are absent from work for any reason for eleven (11) or more days during a work period shall not receive this reimbursement for that work period.
4. This reimbursement shall begin the first month after the ratification of this contract. It is understood that no receipts will be required in order to receive this allowance.

## **12.9 Moving and Relocation Expense**

Whenever an employee is reasonably required by the State's actions or directives, as described in CalHR Rule 599.714.1(b) to change their 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 the requirement, time frames and administrative rules and regulations of reimbursement of relocation expenses that apply to excluded employees.

## **12.10 Overtime Meals**

Effective thirty (30) days after ratification, an overtime meal allowance of eight dollars (\$8.00) may be provided only when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift.

## **12.11 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 their 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 the current state policy (HR Manual Section 1425-Bicycle Commuter Program).

## **ARTICLE 13 – SAFETY AND HEALTH**

### **13.1 Proper Protective Equipment**

- A. All equipment provided pursuant to this Contract is State owned or leased property which will be used and maintained as the State deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the State. Items lost or damaged due to substantial negligence of the employee shall be replaced by the employee at their expense.
- B. The type of protective clothing shall be determined by the Department. Protective clothing pursuant to this section is State-owned property. It shall be worn and maintained as the Department deems appropriate in the normal performance of the employee's duties. The employee shall wear the protective clothing in accordance with the instructions provided by the Department. Employees issued State-issue protective clothing shall be held responsible for loss of and/or damage to the protective clothing due to negligence.
- C. Employees may, with their department's written approval, substitute privately-owned equipment for State issued equipment provided it meets their department's specifications.
- D. Notwithstanding the above, the State also agrees that employees who upgrade their soft body armor by purchasing their own soft body armor will be reimbursed in an amount equal to the cost of the state provided armor, with a receipt and consistent with the Departments' replacement schedules. Employees are not required to seek approval, written or otherwise, from their Department in order to purchase their own soft body armor. Employee purchases of soft body armor pursuant to this subsection may only occur during initial assignment, or pursuant to their Department's replacement schedule. Employees who purchase their own soft body armor are responsible for doing so on their own time. All soft body armor purchased by employees pursuant to this subsection shall be considered the property of the employee. Soft body armor purchased by employees must comply with their Department's and the State's specifications. The term "Department's specifications" includes, but is not limited to, the type of soft body armor, e.g., ballistic, stab-proof, hybrid, as well as its warranty or expiration date, and the like. The term "State's specification" includes, but is not limited to, the National Institute of Justice's soft body armor standards in addition to additional State specifications. The soft body armor Department and State specifications are subject to change, and such changes do not require mutual agreement between the State and the Union.
- E. Each peace officer included in this section who is required by their department to carry firearms shall qualify a minimum of once quarterly with the officers duty weapon.

- F. Nothing in this Contract shall preclude the State from issuing or requiring an employee to use safety equipment it finds appropriate for specific job functions.
- G. The State shall provide at no cost to the employee, an initial issuance of the following:

### **ALCOHOLIC BEVERAGE CONTROL**

- 1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Chemical Agent
  - b. Ammunition
  - c. Ammunition Carrying Case
  - d. Badge, Departmental - clip-on type
  - e. Pen Light Flashlight - heavy duty
  - f. Handcuffs
  - g. Handcuff Case
  - h. Holster, chemical agent
  - i. Holster, Duty Weapon
  - j. Plasticuffs
  - k. Duty Weapon
  - l. Soft Body Armor
  - m. Expandable Baton and Holder
  - n. Flashlight
  - o. Equipment bag

### **CALIFORNIA CONSERVATION CORPS**

- 1. The equipment listed below is designated as safety equipment:
  - a. Hard hat
  - b. Leather work gloves

- c. Safety goggles or tinted safety glasses as appropriate for the job, including firefighting (non-prescription)
- d. Head lamp
- e. Flashlight – heavy duty
- f. Rain Jacket – one (1)
- g. Rain pants – one (1) pair
- h. Rain Boots – one (1) pair
- i. Fire response and fire support equipment – NOMEX hood, shroud, shirt, pants, fire shelter. Fire response shall also receive shoulder harness gear with integral pouch, and four-quart canteens and leather gloves with NOMEX gauntlets or wristlets.
- j. And the State agrees to reimburse employees pursuant to the uniform replacement provision of Section 12.2 for the cost of purchase or replacement of protective footwear as described herein for wildland fire fighting activities. Said footwear shall consist of heavy-duty lace-type boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six (6) inches in height measured from the bottom of the shoe heel. This reimbursement approach is used to ensure correct fittings of footwear. This footwear does not replace any boots provided under any other section of this contract.
- k. At the request of the employee, a Daypack/Backpack (1600-2200 cubic inches) shall be provided. The Daypack/Backpack shall remain the property of the CCC.

## **CAL-EXPO**

1. For those employees whose employer does not provide safety equipment which can also be used with the State Fair Police, and for each peace officer of the California Exposition and State Fair who does not have another law enforcement employer, the State shall provide the following:
  - a. Aerosol Tear Gas
  - b. Ammunition
  - c. Ammunition Carrying Case
  - d. Badge, Departmental
  - e. Baton

- f. Baton Rings
- g. Boots, insulated
- h. Boots, Rain
- i. Cap, foul weather
- j. Cap Cover, Rain
- k. Cap Piece, Departmental
- l. Ear Protectors
- m. Flashlight - heavy duty
- n. Goggles, Sand
- o. Handcuffs
- p. Handcuff Case
- q. Helmet, general duty
- r. Holster, Aerosol Tear Gas Projector
- s. Holster, Duty Weapon
- t. Plasticuffs
- u. Raincoat
- v. Rain Pants
- w. Duty Weapon
- x. Sam/Sally Browne Belt
- y. Soft body armor

## **CALIFORNIA HIGHWAY PATROL**

1. The Department of California Highway Patrol will provide the following rainwear to Motor Carrier Specialist Is and School Pupil Transportation Safety Coordinators whose normal work duties requires work outdoors in inclement weather.
  - a. Rain Jacket – one (1)

- b. Rain Pants – one (1) pair
- c. Rain Boots – one (1) pair
- d. Rain Hat – one (1)

The type of rainwear shall be determined by the Department.

- 2. The Department shall provide adequate multiple changes of coveralls to each Motor Carrier Specialist I at no cost to the employee.
- 3. Motor Carrier Specialist Is and School Pupil Transportation Safety Coordinators shall be eligible for a one hundred fifty dollars (\$150) boot reimbursement per fiscal year.
- 4. The Department will provide a cellular phone to each Motor Carrier Specialist I and School Pupil Transportation Safety Coordinator at no cost to the employee.

## **CANNABIS CONTROL**

- 1. The proper protective equipment (PPE) listed below has been designated for all Unit 7 employees:
  - a. Ear Protection
  - b. Eye Protection Glasses
  - c. Nitrile Gloves
  - d. N95 Face Mask
  - e. Soft Body Armor
- 2. In addition to the PPE listed in section 1, the following will be provided to all Unit 7 Peace Officers:
  - a. Air Purifying Respirator and Filter
  - b. Ammunition and pouch(es)
  - c. Badge, Departmental dome
  - d. Badge, Departmental flat
  - e. Badge holder
  - f. Ballistic Helmet
  - g. Baton and holster

- h. Binoculars
  - i. Camera and tripod
  - j. Cell phone
  - k. Digital Voice Recorder
  - l. Duty Belt and accessories
  - m. Flashlight and holder
  - n. First Aid Kit
  - o. Gear Bag
  - p. Gloves
  - q. Gun Cleaning Kit
  - r. Handcuffs, holster, and key
  - s. Hard Body Armor
  - t. OC Spray and holster
  - u. Radio and accessories
  - v. Rifle and accessories, upon qualification
  - w. Handgun and accessories
3. In addition to the PPE listed in section 1, the following will be provided to all Unit 7 non-peace officers:
- a. Leather Working Gloves
  - b. Work Boots
  - c. Rain Jacket
  - d. Rain Pants
  - e. Cold Weather Jacket

## CONSUMER AFFAIRS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers (except Peace Officers at Contractors State License Board):
  - a. Pepper Spray
  - b. Ammunition
  - c. Ammunition Carrying Case
  - d. Badge, Departmental - Clip-on
  - e. Flashlight - heavy duty
  - f. Handcuffs
  - g. Handcuff Case
  - h. Holster, Duty Weapon
  - i. Duty Weapon
  - j. Soft Body Armor
  - k. Raid Jacket
2. Contractors State License Board
  - a. The equipment listed below is designated as employee protective equipment for non-firearm-carrying Contractors State License Board Peace Officers.
    - (1) Flashlight (battery powered)
    - (2) Badge, Departmental (Clip-on)
    - (3) Handcuffs with Key
    - (4) Handcuff Case
    - (5) Pepper Spray with Holster
    - (6) Shirt/Polo Jacket with Identifying Emblem
3. Structural Pest Control Board Specialists:
  - a. Flashlight (heavy duty law enforcement type)

- b. Handiwipes
  - c. Gloves – leather and chemical resistant
  - d. Safety glasses
  - e. Respirator – chemical resistant
  - f. Navigation system
  - g. Two (2) pair of coveralls
4. The equipment listed below is designated as employee protective equipment for Field Representatives, Bureau of Electronic and Appliance Repair:
- a. Flashlight (mini-mag or heavy duty) upon request
  - b. Handiwipes
5. The equipment/clothing listed below is designated as employee protective equipment or clothing for Program Representatives, Bureau of Automotive Repair:
- a. Flashlights (heavy duty)
  - b. Handiwipes
  - c. Program Representatives, Bureau of Automotive Repair – one (1) pair of coveralls or shop coat, at the employee's discretion.
6. Inspectors, Bureau of Home Furnishings – one (1) pair of coveralls or a shop coat.

## **BUSINESS OVERSIGHT**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed peace officers:
- a. Soft Body Armor – upon request
  - b. Handcuffs
  - c. Handcuff Case

## DEVELOPMENTAL SERVICES

1. Investigator
  - a. Badge
  - b. Flashlight – heavy duty
  - c. Handcuffs
  - d. Handcuff Case
  - e. Plasticuffs – available upon request
  - f. Chemical Agent
  - g. Holster, aerosol chemical agent
2. Peace Officer (DDS)
  - a. Badge
  - b. Baton
  - c. Baton Ring or holder
  - d. Handcuffs (2)
  - e. Handcuff Case (2)
  - f. Flashlight – heavy duty
  - g. Chemical Agent
  - h. Holster, aerosol chemical agent
  - i. Helmet – general duty – available upon request
  - j. Raincoat, where necessary
  - l. Rain pants, where necessary
  - m. Sam/Sally Browne belt
  - n. Flashlight ring or holster
  - o. Body armor (individual)
  - p. Plasticuffs (10)

### 3. Fire Fighters

a. In addition to any other equipment supplied or required the Fire Fighters employed by the Department of Developmental Services shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:

- (1) Turn out gear to include a jacket, pants, boots, helmet, and gloves
- (2) Safety Goggles
- (3) Personal Alarm (lack of motion detector)
- (4) Flashlight
- (5) Headlamp for wildland fire helmet
- (6) Raingear
- (7) Nomex PBI (hood)
- (8) Hearing Protection with communication capabilities
- (9) Nomex Fire Suits
- (10) Fire shelters
- (11) Wildland fire protective face mask
- (12) Web gear with fanny pack and canteen

4. The State agrees to allow employees to use the 12.2 uniform replacement provision of this contract to purchase protective footwear as described herein for wildland firefighting activities. Said footwear shall consist of heavy-duty lace-type work boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six (6) inches in height measured from the bottom of the shoe heel. This replacement approach is used to ensure correct fittings of footwear. This footwear does not replace the boots provided as turn out gear in section 3.a (1) above.

## EMERGENCY SERVICES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. AED
  - b. Aerosol Tear Gas
  - c. Ammunition
  - d. Ammunition Carrying Case
  - e. Badge, Departmental
  - f. Ballistic Plate Carrier with equipment pouches
  - g. Ballistic Vest – soft body armor with 1 external and 2 internal carriers
  - h. Baton
  - i. Baton Ring
  - j. Duty Belt
  - k. Duty Pistol – Primary
  - l. Duty Pistol – Secondary/back-up
  - m. Electronic Ear Protection
  - n. Eye Protection
  - o. Fire Shelter with web gear
  - p. Flashlight - rechargeable
  - q. Handcuffs with case
  - r. Helmet - Ballistic
  - s. Holster, Aerosol tear gas
  - t. Holster, Duty Weapon
  - u. Less than lethal weapons
  - v. NOMEX Fire Protective top and bottom
  - w. Cold Weather Gear (Coat, trousers, and boots)

- x. Wildland Fire safety boots
- y. Wildland firefighting helmet with goggles and headlamp

## **EMPLOYMENT DEVELOPMENT DEPARTMENT**

1. The equipment listed below is designated peace officer protective equipment for non-uniformed peace officers:
  - a. Handcuffs
  - b. Handcuff case
  - c. Chemical Agent
  - d. Chemical Agent with Carrying Case
  - e. Jackets (Field Wind) from Pool
  - f. Badge, Departmental clip-on type
  - g. Flashlight, heavy duty
  - h. Body Armor
  - i. Baton
  - j. Two (2) EDD polo Shirts

## **FISH AND WILDLIFE**

1. The equipment listed below is designated as peace officer protective equipment for uniformed employees:
  - a. Aerosol tear gas (upon request)
  - b. Ammunition
  - c. Ammunition Carrying Case
  - d. Badge
  - e. Baton
  - f. Baton Rings (upon request)
  - g. Ear Protectors
  - h. Flashlight - heavy duty

- i. Handcuffs - one (1) pair
  - j. Handcuff Case
  - k. Aerosol tear gas holster (upon request)
  - l. Plasticuffs
  - m. Sam/Sally Browne belt
  - n. Insulated waders and boots (where necessary)
  - o. Rain Boots (where necessary)
  - p. Raincoat (where necessary)
  - q. Rain pants (where necessary)
  - r. Soft Body Armor (upon request)
  - s. Duty Weapon
  - t. Holster
2. Fish and Wildlife Wardens required to operate a motorcycle, ATV, or snowmobile shall be issued an appropriate protective helmet.
  3. Fish and Wildlife Wardens who are assigned to regular patrol assignments and who are not otherwise provided such equipment, will be provided with a 12 gauge shotgun and electro lock device upon request.
  4. All large ocean-going Department of Fish and Wildlife vessels will be equipped with the following:
    - a. Life raft
    - b. Survival suits (north of Point Conception)
    - c. E.P.I.R.B. Class A type buoys
    - d. Strobe lights for life jackets and boats
    - e. Ear protectors
  5. All Department of Fish and Wildlife vessels 30' or larger will be equipped with the following:
    - a. LORAN "C"

- b. Marine Radios
  - c. R.D.F.
  - d. Holding Tank
  - e. Showers (overnight boats)
  - f. Vessels acquired after the effective date of this Contract will be equipped with a fire suppression system
6. Upon request each Warden-Pilot will be provided with an initial issuance of two (2) Nomex flight suits.

### **FOOD AND AGRICULTURE**

1. Protective clothing deemed appropriate and required by the Department of Food and Agriculture for the job will be furnished to Brand Inspectors, Livestock Inspectors, and Dairy Foods Specialists. Protective clothing provided pursuant to this section is State owned property which will be maintained by the employee. Employees issued State provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing due to substantial negligence. Protective clothing means particular colors or types of coveralls, lab coats, rubber boots, and rain wear which are required to be worn over or in place of regular clothing and is necessary to protect the employee's personal clothing from damage or stains which would be present in the normal performance of duties.
2. Livestock Inspectors shall be provided all protective equipment, materials and supplies deemed necessary and appropriate by the Department to enable the employees to perform assigned duties and responsibilities. Employees issued State-provided protective equipment, materials and supplies shall be responsible for loss of and/or damage to those items other than that incurred as the result of normal use, wear or through no fault of the employee.

### **FRANCHISE TAX BOARD**

1. The equipment listed below is designated as employee protective equipment for Investigation Specialist – FTB:
  - a. Sanitary disposable rubber gloves
  - b. Raid jacket – navy blue
  - c. Duty weapon with magazine
  - d. Holster
  - e. Magazine pouch

- f. Handcuffs and pouch
- g. Collapsible baton and holster
- h. Flat badge
- i. Domed clip-on badge
- j. Flashlight-heavy duty
- k. Body armor & two (2) carriers
- l. Tactical vest
- m. First aid kit
- n. Mini-gun vault (office/home)
- o. Pepper spray and holster
- p. Raid cap (headgear)
- q. Ammunition
- r. Ear protectors
- s. Safety glasses (non-prescription)

#### **HEALTH CARE SERVICES, AUDITS, AND INVESTIGATIONS DIVISION**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Ammunition
  - b. Ammunition Carrying Case
  - c. Badge, numbered, clip-on type
  - d. Flashlight – heavy duty
  - e. Handcuffs
  - f. Handcuff Case
  - g. Holster, Duty Weapon
  - h. Duty Weapon
  - i. Soft Body Armor

- j. Chemical agent
- k. Holster for chemical agent
- l. Range Safety Glasses
- m. Ear Protection
- n. Plastic Cuffs, upon request
- o. Raid Hat and Jacket
- p. Equipment Bag
- q. Magazines (2) For Duty Weapon

### **HORSE RACING BOARD**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Badges, departmental – clip-on type and flat badge
  - b. Flashlight – heavy duty
  - c. Handcuffs
  - d. Handcuff Case
  - e. Soft Body Armor
  - f. Duty Weapon – available upon request
  - g. Ammunition
  - h. Holster
  - i. Rain Boots
  - j. Work boots with composite toe
  - k. Cell phones with push-to-talk feature

### **HOUSING AND COMMUNITY DEVELOPMENT**

1. The equipment listed below is designated as protective equipment for Unit 7 employees:
  - a. Safety glasses (non-prescription)

- b. Flashlight

## **INDUSTRIAL RELATIONS**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers Labor Standards Investigators:
  - a. Ammunition
  - b. Ammunition Carrying Case
  - c. Badge, Departmental – clip-on type
  - d. Flashlight – heavy duty
  - e. Handcuffs
  - f. Holster, Duty Weapon
  - g. Duty Weapon
  - h. Soft Body Armor
  - i. Magazines (2)
  - j. Range ear protectors
  - k. Plasticuffs
  - l. Raid Jacket

## **INSURANCE**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Chemical Agent
  - b. Ammunition
  - c. Magazine with Case
  - d. Badge, Departmental – clip-on type
  - e. Flashlight – heavy duty
  - f. Handcuffs
  - g. Handcuff Case

- h. Holster, aerosol tear gas
- i. Holster, Duty Weapon
- j. Plasticuffs
- k. Duty Weapon
- l. Soft Body Armor
- m. Raid Jacket
- n. Ballistic Helmet

## **JUSTICE**

1. The equipment listed below is designated as peace officer protective equipment for Special Agent and Special Agent Supervisor:
  - a. Ammunition
  - b. Ammunition Carrying Case
  - c. Badge, Departmental – clip-on type
  - d. Ear Protectors
  - e. Flashlight – heavy duty
  - f. Handcuffs
  - g. Handcuff Case
  - h. Handgun as prescribed by management
  - i. Holster, Handgun
  - j. Plasticuffs
  - k. Soft Body Armor – threat level III protection
  - l. Chemical agent with holster
  - m. Raid jacket – as described by management
  - n. Raid cap – as described by management
  - o. Mesh Raid jersey – as described by management
  - p. Ballistic helmet – as described by management

- q. Shooting glasses
  - r. Extendable Baton with holster
2. Upon request each pilot shall be provided with an initial issuance of two (2) Nomex fire retardant flight suits.
  3. The equipment listed below is designated as protective equipment for the Bureau of Forensic Services:
    - a. Safety glasses (non-prescription) and goggles
    - b. Hearing protection devices
    - c. Flashlight – heavy duty
    - d. Personal protective equipment consistent with biosafety level 2 operations, including disposable coveralls
  4. In addition to the items listed in number (3) above, Criminalists/Senior Criminalists who respond to clandestine laboratories shall be provided the following:
    - a. Respiratory protective equipment and chemical resistant clothing as appropriate for the hazardous condition, to include:
      - (1) Full-face air purifying respirator with accessories.
      - (2) NOMEX shirt, pants, gloves and balaclava [two (2) pairs].
      - (3) Knee-high, poly blend chemical-resistant boots with steel toe and shank.
    - b. Field equipment bag.
    - c. In addition to the items listed in number 1 above, a pool supply of protective equipment shall be provided as follows:
      - (1) heavy duty, strap type kneepads with plastic exterior facing,
      - (2) adjustable back support belt,
      - (3) hard hat,
      - (4) PIGS – minimum two (2) per crime lab
  5. The State shall provide each uniformed Department of Justice Security Officer with:
    - a. Chemical agent

- b. Ammunition
- c. Two (2) Speed loaders with Case
- d. Badge, Departmental
- e. Baton – PR24 or equivalent
- f. Baton ring
- g. Cap Piece, Departmental
- h. Ear protectors – upon request
- i. Flashlight – heavy duty
- j. Handcuffs
- k. Handcuff case
- l. Helmet, General duty
- m. Holster, aerosol tear gas protector
- n. Holster, Duty Weapon – breakfront type
- o. Plasticuffs – upon request
- p. Duty Weapon
- q. Soft body armor
- r. Sam/Sally Browne belt
- s. Raincoat

### **LOTTERY COMMISSION**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Ammunition
  - b. Badge: Star type
  - c. Badge Holder: Clip on
  - d. Body Armor: Vest type, bullet proof
  - e. Ear Protectors #29-2520: Head Set type

- f. Evidence Case: Brief Case with double combination lock
- g. Flashlight: Mag-lite
- h. Handbag (women): Black
- i. Handcuffs: Peerless (Nickel finish)
- j. Handcuff Case: Compartment (plain black)
- k. Holster, duty weapon, with belt hoop
- l. Pepper Spray
- m. Pepper Spray Case, with belt loop
- n. Raid Jacket: Navy Blue, button front
- o. Duty weapon, semi-automatic, Glock

#### **MANAGED HEALTH CARE**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed peace officers:
  - a. Badges (flat and domed)

#### **MILITARY**

1. The Firefighter/Security Officers shall have the following equipment available for their use consistent with assigned duties.
  - a. Ammunition
  - b. Ammunition carrying case
  - c. Badge, Department issued
  - d. flashlight
  - e. Individual Handcuffs
  - f. Individual Handcuff Case
  - g. Individual Holster
  - h. Individual Duty Weapon
  - i. Shotgun (Pool)

- j. Individual Sam/Sally Browne Belt
  - k. Baton and Ring
  - l. Soft Body Armor (Individual)
  - m. Chemical Agent
  - n. Hearing Protection for weapons qualifications (Pool)
2. Firefighter/Security Officers and Fire Fighters
- a. In addition to any other equipment supplied or required the Firefighter/Security Officers employed by the Department of Military shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:
    - (1) Turn out gear to include a jacket, pants, boots, helmet and gloves
    - (2) Safety Goggles
    - (3) Personal Alarm (lack of motion detector)
    - (4) Flashlight
    - (5) Headlamp for wildland fire helmet
    - (6) Raingear
    - (7) Nomex PBI (hood)
    - (8) Hearing Protection with communication capabilities
    - (9) Nomex Fire Suits
    - (10) Fire shelters
    - (11) Wildland fire protective face mask
    - (12) Web gear with fanny pack and canteen
3. The State agrees to allow employees to use the 12.2 uniform replacement provision of this contract to purchase protective footwear as described herein for wildland firefighting activities. Said footwear shall consist of heavy-duty lace-type work boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six (6) inches in height measured from the bottom of the shoe heel. This replacement approach is used to ensure correct fittings of footwear. This footwear does not replace the boots provided as turn out gear in section 2.a(1) above.

4. In the Department of Military, the above listed equipment will be made available subject to the authority to use federal funds to purchase such equipment.

## **MOTOR VEHICLES**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Chemical Agent
  - b. Ammunition
  - c. Ammunition Carrying Case
  - d. Badges, clip-on and flat badge
  - e. Flashlight - heavy duty
  - f. Handcuffs
  - g. Handcuff Case
  - h. Holster, Duty Weapon
  - i. Duty Weapon, semi-automatic
  - j. Soft Body Armor
  - k. Raid jacket
  - l. Coveralls
  - m. ASP Collapsible baton
  - n. Magazines (2)
  - o. Equipment bag
  - p. Polo shirts with DMV and police insignias
  - q. BDU style pants
  - r. 511 or similar type jacket
2. Licensing Registration Examiners whose normal work duties require outdoor work in inclement weather shall be provided, upon request, appropriately sized (S/M/L/XL/XXL) foul weather clothing and/or footwear, to be worn at the employee's discretion.

- a. Protective clothing will be waterproof and wind resistant, and may include any or all of the following, as determined by the employee's request:
    1. Rain Gear (pants and jacket or pants and parka)
    2. Rain Boots
    3. All Weather Gloves
    4. Rain Hat
  - b. Protective clothing pursuant to this section is to be worn over regular clothing as necessary in inclement weather.
3. All Investigators, DMV shall be provided the following:
    - a. A magnification aide, such as a magnifying glass that is portable but powerful enough to read micro printing currently used by most governmental agencies.
    - b. A portable UV light source, capable of alerting the most common specialized inks and fibers used by most governmental agencies.

## **PARKS AND RECREATION**

1. The Department of Parks and Recreation shall provide each uniformed peace officer with:
  - a. Aerosol OC/CS Projector
  - b. Ammunition (for each weapon)
  - c. Ammunition pouch
  - d. Badge, Departmental
  - e. Baton, expandable and straight
  - f. Baton Holder and Rings
  - g. Flashlights - heavy duty law enforcement LED rechargeable type
  - h. Handcuffs
  - i. Handcuff case
  - j. Holster, OC/CS projector
  - k. Holster, Duty Weapon

- l. Duty Weapon – semi automatic with 4 magazines
  - m. Duty belt (leather or synthetic)
  - n. Soft body armor and ballistic panel
  - o. Portable hand talking duty radio
  - p. Duty gear bag(s)
2. The Department shall make available to Unit 7 employees other items of safety equipment it finds appropriate for specific assignment, such as the following:
- a. Boots, rain
  - b. Ear Protectors
  - c. Goggles, Sand Eye protection goggles, masks, or glasses
  - d. Helmet, General Duty
  - e. Plastic flexi-cuffs and soft leg restraints
  - f. Rain suits, yellow
  - g. OHV Motorcycle Safety Boots
  - h. Police coveralls for K-9 Handlers
  - i. Nomex suits
3. Upon request each pilot shall be provided with an initial issuance of two (2) Nomex fire retardant flight suits.
4. The Firefighter/Security Officers shall have the following equipment available for their use consistent with assigned duties.
- a. Ammunition
  - b. Ammunition carrying case
  - c. Badge, Department issued
  - d. Flashlight
  - e. Individual Handcuffs
  - f. Individual Handcuff Case

- g. Individual Holster
  - h. Individual Duty Weapon
  - i. Shotgun (Pool)
  - j. Individual Sam/Sally Browne Belt
  - k. Baton and Ring
  - l. Soft Body Armor (Individual)
  - m. Chemical Agent
  - n. Hearing Protection for weapons qualifications (Pool)
5. Firefighter/Security Officers
- a. In addition to any other equipment supplied or required the Firefighter/Security Officers employed by the Department of Parks and Recreation shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:
    - (1) Turn out gear to include a jacket, pants, boots, helmet and gloves
    - (2) Safety Goggles
    - (3) Personal Alarm (lack of motion detector)
    - (4) Flashlight
    - (5) Headlamp for wildland fire helmet
    - (6) Raingear
    - (7) Nomex PBI (hood)
    - (8) Hearing Protection with communication capabilities
    - (9) Nomex Fire Suits
    - (10) Fire shelters
    - (11) Wildland fire protective face mask
    - (12) Web gear with fanny pack and canteen
6. The State agrees to allow employees to use the 12.2 uniform replacement provision of this contract to purchase protective footwear as described herein for

wildland firefighting activities. Said footwear shall consist of heavy duty lace-type work boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six (6) inches in height measured from the bottom of the shoe heel. This replacement approach is used to ensure correct fittings of footwear. This footwear does not replace the boots provided as turn out gear in section 5.a (1) above.

## **PUBLIC HEALTH FOOD & DRUG BRANCH**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Ammunition
  - b. Ammunition Carrying Case
  - c. Badge, numbered, clip-on type
  - d. Flashlight - heavy duty
  - e. Handcuffs
  - f. Handcuff Case
  - g. Holster, Duty Weapon
  - h. Duty Weapon
  - i. Soft Body Armor
  - j. Chemical agent
  - k. Holster for chemical agent
  - l. Range Safety Glasses
  - m. Ear Protection
  - n. Plastic Cuffs, upon request
  - o. Raid Hat and Jacket
  - p. Equipment Bag
  - q. Magazines (2) For Duty Weapon

## EXPOSITION PARK

1. The State shall provide each Unit 7 830.3 Exposition Police Officer and Unit 7 830.7 Museum Security Officer with:
  - a. Ammunition
  - b. Ammunition Carrying Case
  - c. Badge, Departmental
  - d. Cap cover, Rain
  - e. Cap piece, Departmental
  - f. Flashlight - heavy duty
  - g. Handcuffs
  - h. Handcuff case
  - i. Holster, Duty Weapon
  - j. Raincoat
  - k. Rain pants
  - l. Duty Weapon
  - m. Sam/Sally Browne belt
  - n. Soft body armor
  - o. Oleoresin Capsicum Spray (OC)
  - p. Holster, OC Spray
  - q. Baton
  - r. Baton ring
  - s. Helmet, general duty
2. The State shall provide each Unit 7 Museum Security Officer with:
  - a. Flashlight – heavy duty w/holder
  - b. Handcuffs
  - c. Handcuff case

- d. Raincoat
- e. Rain pants
- f. Oleoresin Capsicum (OC) Spray
- g. Holster, OC Spray

### **SECRETARY OF STATE**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Badge, Department issue
  - b. Flashlight - heavy duty
  - c. Handcuffs
  - d. Handcuff Case
  - e. Soft Body Armor - upon request

### **SOCIAL SERVICES**

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers:
  - a. Badge, Departmental
  - b. Flashlight - heavy duty
  - c. Handcuffs
  - d. Handcuff Case
  - e. Soft Body Armor
  - f. Cellular phone with long distance capacity while on travel status
  - g. Raid Jacket

### **STATE CONTROLLER'S OFFICE**

1. The equipment listed below is designated as protective equipment for Unit 7 employees:
  - a. Soft Body Armor

- b. Flashlight
- c. First Aid Kit
- d. Handcuffs
- e. Handcuff case
- f. Raid jacket
- g. Badge

### **STATE FIRE MARSHAL**

1. The equipment for Unit 7 830.2 peace officers in the Arson and Bomb Unit, OSFM:
  - a. Aerosol Tear Gas
  - b. Ammunition
  - c. Ammunition carrying case
  - d. Badge, Departmental
  - e. Flashlight - heavy duty
  - f. Handcuffs
  - g. Handcuff Case
  - h. Holster, aerosol tear gas
  - i. Holster, Duty Weapon
  - j. Plasticuffs
  - k. Duty Weapon
  - l. Soft Body Armor
  - m. Raid Jacket
2. The equipment for Unit 7 830.3 peace officers, OSFM
  - a. Badge
  - b. Flashlight
  - c. Rain Jacket, where necessary

- d. Rain Pants, where necessary
- e. Hearing/eye protection
- f. Helmet
- g. High Visibility Safety Vest
- h. Emergency Response Guidebook
- i. Incident Response Pocket Guide
- j. N95 Mask
- k. Leather gloves
- l. Type IIIA Combination Body Armor

## **STATE HOSPITALS**

- 1. Investigator
  - a. Badge (2) – 1 Belt and 1 Flat
  - b. Flashlight – heavy duty
  - c. Handcuffs
  - d. Handcuff Case
  - e. Plasticuffs – available upon request
  - f. Chemical Agent
  - g. Holster, aerosol chemical agent
  - h. Duty Weapon
  - i. Holster, Duty Weapon
  - j. Ammunition
  - k. Ammunition Carrying Case
  - l. Ammunition Magazines (x3)
  - m. Soft Body Armor with Outer Vest Carrier
  - n. Baton

- o. Baton Holder
2. Hospital Police Officer (DSH)
- a. Badge
  - b. Baton
  - c. Baton Ring or holder
  - d. Handcuffs (2)
  - e. Handcuff Case (2)
  - f. Flashlight – heavy duty
  - g. Chemical Agent
  - h. Holster, aerosol chemical agent
  - i. Helmet – general duty – available upon request
  - j. Raincoat, where necessary
  - k. Rain pants, where necessary
  - l. Sam/Sally Browne belt
  - m. At DSH, a pool of equipment, including outside vests (stab proof), helmets and riot shields.
  - n. Flashlight ring or holster
  - o. Body armor (individual)
  - p. Plasticuffs (10)
3. Fire Fighters
- a. In addition to any other equipment supplied or required the Fire Fighters employed by the Department of State Hospitals shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:
    - (1) Turn out gear to include a jacket, pants, boots, helmet and gloves
    - (2) Safety Goggles
    - (3) Personal Alarm (lack of motion detector)

- (4) Flashlight
  - (5) Headlamp for wildland fire helmet
  - (6) Raingear
  - (7) Nomex PBI (hood)
  - (8) Hearing Protection with communication capabilities
  - (9) Nomex Fire Suits
  - (10) Fire shelters
  - (11) Wildland fire protective face mask
  - (12) Web gear with fanny pack and canteen
4. The State agrees to allow employees to use the 12.2 uniform replacement provision of this contract to purchase protective footwear as described herein for wildland firefighting activities. Said footwear shall consist of heavy-duty lace-type work boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six (6) inches in height measured from the bottom of the shoe heel. This replacement approach is used to ensure correct fittings of footwear. This footwear does not replace the boots provided as turn out gear in section 3.a (1) above.

### **STATE LANDS COMMISSION**

The Commission shall provide each employee the following safety/protective equipment/clothing, consistent with assigned duties, to the classes of Marine Safety Inspector and Marine Safety Specialist:

- a. Flotation vest (pooled)
- b. Hard hat
- c. Jacket and/or flotation jacket (pooled)
- d. Soft cap-two (2) per year
- e. Nomex coveralls
- f. Flashlight, class I, Division 2, Hazardous location
- g. Safety glasses/lens (non-prescription)
- h. Rain gear (pants and jacket)

- i. Rain Boots
- j. All weather gloves

## **TRANSPORTATION**

1. The equipment listed below is designated as employee protective equipment for Highway Outdoor Advertising Inspectors.
  - a. Flashlight

## **VETERANS' AFFAIRS**

1. The State shall provide each Firefighter/Security Officer with the following equipment:
  - a. Badge, Department issued
  - b. Flashlight – 300 lumen or greater with strobe-light mode and tail-cap on/off switch
  - c. Handcuffs
  - d. Handcuff Case
  - e. Duty belt (Individual) with 4 keepers
  - f. Expandable Baton and Ring
  - g. Rain Gear with removable hood (ANSI compliant)
  - h. Chemical Agent and holder
  - i. Individual Soft Body Armor (Spike/ballistic)
2. Firefighter/Security Officers
  - a. In addition to any other equipment supplied or required the Firefighter/Security Officers employed by the Department of Veterans' Affairs shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:
    - (1) Turn out gear to include a jacket, pants, boots, helmet, and gloves
    - (2) Safety Goggles
    - (3) Personal Alarm (lack of motion detector)
    - (4) Flashlight

- (5) Headlamp for wildland fire helmet
  - (6) Raingear
  - (7) Nomex PBI (hood)
  - (8) Hearing Protection with communication capabilities
  - (9) Nomex Fire Suits
  - (10) Fire shelters
  - (11) Wildland fire protective face mask
  - (12) Web gear with fanny pack and canteen
3. The State agrees to allow employees to use the 12.2 uniform replacement provision of this contract to purchase protective footwear as described herein for wildland firefighting activities. Said footwear shall consist of heavy-duty lace-type work boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six (6) inches in height measured from the bottom of the shoe heel. This replacement approach is used to ensure correct fittings of footwear. This footwear does not replace the boots provided as turn out gear in section 2.a (1) above.
- H. All Unit 7 Employees – Field Assignments
- Unit 7 employees who work field assignments shall, if requested, be provided a chemical agent which is designed as a defense against attacking dogs.
- I. Upon request by CSLEA, Departments will meet with CSLEA to review the protective equipment currently issued to BU 7 employees.

### **13.2 Physical Fitness**

- A. Subject to the availability of funds, the State shall continue to acquire physical fitness equipment and to install such equipment in suitable facilities, and shall make such equipment and facilities available to those employees for whom there is a physical fitness requirement or expectation in their jobs, at no cost to the employees. Nothing in this provision shall obligate the State to expend funds on the acquisition of physical fitness equipment.
- B. Where the utilization of State time by employees for physical fitness activities is currently authorized, such utilization shall continue to be authorized for the duration of this Contract.

### **13.3 Physical Fitness Incentive Program**

The physical fitness incentive of \$65 per pay period was rolled into base salary and implemented by adjusting the appropriate salary ranges as a result of the 2016-19 collective bargaining agreement.

### **13.4 Computer Workstations**

- A. This section shall apply to Unit 7 employees whose main function is the daily operation of a computer on a continuous basis [at least five (5) hours per day].
- B. In order to provide a safe and healthy workplace for Unit 7 employees specified in paragraph A. above and consistent with the availability of funds, when the State orders new computers, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Labor/Management Video Display Terminal Committee Report issued in August 1986, and the guidelines issued by the Office of Information Technology. This includes but is not limited to:
  - 1. Adjustable chairs with five-pronged stands;
  - 2. Adjustable tables/desks;
  - 3. Accessories such as footrests, wrist rests or portable document holders.
- C. The State shall provide instruction in the proper operation and adjustment of computers and computer workstation equipment and CSLEA will encourage employees to properly use computer equipment.
- D. The State shall take action as it deems necessary to mitigate glare from the workplace: such as, rearrangement of the workstations to avoid glare on terminal screens from windows and ceiling luminaries, or providing anti-glare filters or screen hoods to reduce the glare from light sources.
- E. Wherever possible the State shall attempt to maintain all computer equipment in proper repair, state of cleanliness and working order in accordance with the manufacturer's recommendations.

### **13.5 Exercising on State Time – Firefighters 24/7 Shifts**

The employer shall furnish one (1) hour for approved exercise activities during normal working hours except during emergency assignments or during full-day training programs. The department shall require employees to exercise during this hour.

## ARTICLE 14 – CAREER DEVELOPMENT

### 14.1 Education and Training

A. The State agrees to reimburse Unit 7 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with this Contract.

B. When a Unit 7 employee attends a department approved career-related out-service training course(s), 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) reimbursements for tuition and other necessary expenses. Except as established by the department, reimbursement should be for up to fifty percent (50%) 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.

C. An employee may receive reimbursement for tuition or other necessary expenses only if application is made and departmentally approved prior to enrollment in an out-service training program or when the employer has requested the employee attend out-service training.

D. Incomplete Assignment

1. General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement tuition and other necessary expenses and shall agree to return any advance payment received.
2. Exceptions. The employee shall receive reimbursement for tuition and other necessary expenses provided the training facility reports satisfactory performance by the employee during the assignment and the incompleteness was due to an event beyond the control of the employee.

## **14.2 Training - POST**

### **A. Hospital Police Officers**

1. Hospital Police Officers employed by the Department of State Hospitals may attend on their own time, non-resident five hundred twenty (520) hour POST certified basic training at POST certified local facilities and shall be reimbursed, pursuant to Section 14.1, by the State for the cost of tuition and course-required books.
2. With advance approval, the Hospital Police Officers may attend such courses without loss of compensation when otherwise scheduled for work provided: a) their absence will not result in an increased cost to the State (e.g., additional staff, overtime, etc.); or b) the department head or designee approves the absence despite such costs.

### **B. Other Unit 7 Classes**

Except as otherwise provided in this Contract, each department employing Unit 7 peace officers and involved in POST certificate programs shall continue to participate in those programs.

### **C. CHP – Public Safety Dispatchers**

Any employees meeting the criteria of Public Safety Dispatchers as defined by the POST Administrative Manual shall continue to participate in all programs required by POST.

## **14.3 Training - Emergency Medical Technician**

- A. Notwithstanding Section 14.5 of this contract, where readily available, full-time Fire Fighters, and Firefighter/Security Officers will be allowed to attend Emergency Medical Technician (EMT) training for purposes of EMT certification if they are not already certified.

To the extent that the courses occur when the employee is otherwise scheduled for duty, the employee will be allowed to attend the class without loss of compensation.

The Department shall reimburse the employee for the cost of course required books and tuition.

CSLEA recognizes that it may not be possible for all employees to attend the training full-time, immediately or during the same semester because of staff shortages or the availability of funds.

- B. The Department of Parks and Recreation agrees to accept EMT training certification as meeting the requirement that Unit 7 employees have Emergency Medical Responder (EMR) certification.

#### **14.4 Training – California Conservation Corps (CCC)**

- A. New employees shall receive a minimum of 120 hours of Conservationist onboarding and Initial Entry Training Group which includes, but is not limited to:
  - 1. Orientation to State service, and the roles and responsibilities of the Conservationist position.
  - 2. Development of leadership skills.
  - 3. Overview of the CCC Injury and Illness Prevention Program (IIPP), Workers Compensation, and Vehicle Use and Safety Information.
  - 4. Mental Health First Aid.
  - 5. Corpsmember Discipline and Grievance Procedures.
  - 6. Basic Supervision of Corpsmembers including crew supervisor's responsibilities as defined in OSHA 29 CFR.
  - 7. ICS (FEMA IS) 100, 200, 700, and 800

New Conservationists shall complete the onboarding training within six (6) months from the date of hire. The self-paced online 40-hour Conservationist Orientation and 40 hours of job shadowing with senior Conservationists shall be completed prior to a new Conservationist being assigned a crew of Corpsmembers.

New Conservationists shall be given the opportunity to participate in a CCC facilitated Initial Entry Training (IET) cohort. IET cohorts will interact in a virtual community forum for six (6) months and attend a four-day in-person training during the fourth month of the cohort. The duration, along with subject matter, is to be determined exclusively by the department based on the identification of current priorities and issues. If a Conservationist misses an offering of the Initial Entry Training due to operational need or personal reasons, the CCC will endeavor to provide the training sooner but no later than four (4) months from the previous training.

- B. All new Conservationists shall be given the opportunity to attend the Conservationist Leadership Academy in the second year after hire. The Conservationist Leadership Academy will be offered to Conservationist Is who have not been afforded the opportunity to complete training as defined in (A). Any Conservationist who has been out of the position of Conservationist for ten

(10) years or more will be eligible to attend the Conservationist Leadership Academy for retraining.

C. On an as needed basis to ensure proficiency in the performance of the employee's duties and responsibilities, but at least once every three (3) years, any Conservationist who so requests, the department shall authorize training in conjunction with an approved annual Training plan authorized by the employee's supervisor including, but not limited to the following: basic supervision, water safety, human relations, employment sensitivity training (sexual harassment prevention, fraternization, and cultural diversity), chainsaw usage, and hand tool/power tool usage.

1. All Conservationists who have not received Mental Health First Aid training in the Initial Entry Training shall receive it within eighteen (18) months of ratification of this contract.

D. Conservationists shall complete the Department of General Services' Defensive Driver Training as required to maintain certification. When DMV driving records indicate a record of traffic violations and/or accidents, employees may be required to complete Defensive Driver training at the department's discretion.

E. Each Conservationist shall complete certified first aid training as required to maintain certification.

F. Each Conservationist shall complete certified CPR Training as required to maintain certification.

G. Conservationists who are assigned to supervise any fire crew shall complete at a minimum the CCC fire training pre-requisites and fire training requirements for fire crew personnel as outlined in the CCC Operations Manual.

H. If not specifically required for Conservationists as training elsewhere in this section, the following courses shall be considered authorized career-related training as outlined in the Department's Upward Mobility Policy for reimbursement purposes of Section 14.1 for Conservationists:

Emergency Medical Technician	HazMat Training
Youth Behavior Classes	Construction Technology
First Responder	Training for Trainers
Adult Learner Courses	Crisis Intervention/Suicide Prevention
Fire Fighter Training	How to Deal with Difficult People
Specialized Tools and Equipment	Flood Fighter

## 14.5 Training Specialized

### A. Emergency Medical Training

Emergency Medical Training (EMT) shall be considered authorized job-related training for purposes of Section 14.1, for Unit 7 Peace Officers, Conservationists, Fire Fighters, and Firefighter/Security Officers (FF/SO), unless otherwise provided by this Contract. EMT training shall be accepted as meeting the emergency medical training requirement for any Unit 7 employee who has such a requirement.

### B. Fire Fighter Training

1. In addition to any other training or education required or approved by law or by the employer, Unit 7 Firefighter/Security Officers, except at the Department of Veterans Affairs, and Fire Fighters shall engage in a minimum of one hundred (100) hours annually of in-service training, based upon a California State Fire Marshall approved curriculum for Firefighter I and II, which may include the following:

#### a. Basic Fire Fighter Skills - Approximately sixty (60) hours

- \*\* (1) Fire Chemistry and Technology - Approx. two (2) hours
- \*\* (2) Tools and Appliances - Approx. five (5) hours
- (3) Hose Handling and Hose Lays - Approx. fifteen (15) hours
- (4) Ladders - Approx. ten (10) hours
- \*\* (5) Breathing Apparatus - Approx. five (5) hours
- (6) Fire Apparatus Driving and Maintenance - Approx. four (4) hours
- (7) Pumps and Pumping Procedures - Approx. five (5) hours
- (8) Forcible Entry and Ventilation - Approx. five (5) hours
- (9) Salvage and Overhaul - Approx. three (3) hours
- (10) Ropes and Knots - Approx. two (2) hours
- \*\* (11) Fire Prevention and Inspections - Approx. two (2) hours
- \*\* (12) Fire Alarm and Extinguishing Systems - Approx. two (2) hours

\*\*b. Live Fire Training - Approximately twenty (20) hours

[For the Firefighter/Security Officers at the Department of Veterans' Affairs, this training shall consist of five (5) hours in any of the following:]

(1) Structure Fires - Approx. ten (10) hours

(2) Wildland Fires - Approx. five (5) hours

(3) Special Fires - Approx. five (5) hours

\*\*c. Fire Fighter Safety - Approximately eight (8) hours

\*\*d. Radio Communications - Approximately four (4) hours

\*\* (Only those classes marked by a double asterisk apply to the Firefighter/Security Officers at the Department of Veterans' Affairs)

2. In addition to the above, the following specialized courses shall be provided as required:

a. First Responder (Emergency Care of the Sick & Injured) Department of Veterans Affairs only or, EMT (Emergency Medical Technician and recertification.)

b. C.P.R. (Cardiopulmonary Resuscitation) and recertification.

c. Hazardous Materials First Responder Operational and annual refresher.

d. California Driver License Class B-Restricted (Firefighter Endorsement) (Except for Department of Veterans' Affairs)

3. In addition to the above required or approved fire related training or education, a career/job related training/education out-service curriculum shall be adopted and made available at management's option to Unit 7 Firefighters, and Firefighter/Security Officers:

a. California State Fire Marshall approved certification tracts

b. California State Fire Training FSTEP (Fire Service Training and Education Program) approved courses

c. Office of Emergency Services approved courses

d. National Fire Academy approved courses

e. Federal Emergency Management Agency approved courses

f. National Wildfire Coordinating Group approved courses

g. Other specific career fire related training

4. The parties recognize that course titles may vary or change, and it is the intent of the parties that the above listed courses or their equivalents shall constitute the curriculum. The departments shall periodically advise Firefighters/Security Officers and Fire Fighters of course availability.
5. Requests for Fire Fighter and Firefighter/Security Officer training that are otherwise consistent with this provision will not be unreasonably or arbitrarily denied. It is the intent and desire of the parties that Fire Fighters and Firefighter/Security Officers be trained and certificated as expeditiously as operational needs and funding permit.
6. The employer shall have discretion to determine which specific out- service courses within each category are authorized for attendance by a given Fire Fighter or Firefighter/Security Officer. Consideration shall include the fire service needs of the facility, when and where the course is scheduled to occur, the availability of funds designated for Fire Fighter or Firefighter/Security Officer training and the preference of the Fire Fighter or Firefighter/Security Officer. Upon a successful completion of a course authorized in advance, the employer shall reimburse the Fire Fighter for one hundred percent (100%) of the cost for course-required books and tuition of job-related courses, and fifty percent (50%) of the cost for course-required books and tuition of career related courses. For purposes of this section, job related courses are courses which provide useful job-related knowledge, while career related courses are courses which are for career development. Further, the Fire Fighters or Firefighter/Security Officer may attend authorized courses without loss of compensation when otherwise scheduled for work.
7. The above curriculum is not intended to preclude Fire Fighters or Firefighter/Security Officer from requesting or the employer from requiring attendance at courses required for maintenance of special certificates or licenses that are required by the employer for the job of Fire Fighter or Firefighter/Security Officer.

C. For Unit 7 Firefighter/Security Officers, the following shall be provided:

1. Penal Code 832 Level III minimum.
2. P.O.S.T. recognized chemical agent and refresher
3. Self Defense Training-minimum eight (8) hours annually
4. P.O.S.T. recognized baton and annual refresher
5. Quarterly Firearms Certification (Except DVA)

6. Other specific training or P.O.S.T. recognized courses as required by the department or by law.
7. Crisis Intervention/Behavioral Health Training
8. Fire Prevention Training – Fire Inspector IA and IB
9. Annual Active Shooter Response Training
10. EMS Training

D. Self Defense Training

All other Unit 7 peace officers shall receive a minimum of eight (8) hours of Self Defense Training per fiscal year. Training in managing assaultive behavior at DSH and DDS will substitute for self defense training. This training may be conducted concurrently with the quarterly shooting qualification training. This provision shall not apply to the Department of Justice.

E. Licensing Registration Examiner (LRE) Training

1. The department shall continue its practice of providing a minimum of one hundred twenty (120) hours initial training to newly appointed LREs. Incumbent LRE's shall receive at least eight (8) hours of refresher and updated training per year.
2. Licensing Registration Examiners who are required by the department to process vehicle registration or perform VIN verifications shall receive the appropriate training. Such training will be scheduled in accordance with operational needs.
3. It is further agreed that basic CPR and First Aid Training shall be made available to LREs who volunteer for such training. Training will be scheduled in accordance with operational needs.
4. DMV shall endeavor to dedicate one 1-hour training slot each month to LRE specific topics such as drive test criteria.

## 14.6 Training – Department of Consumer Affairs

- A. New employees shall receive a minimum of 80 hours of onboarding which includes but is not limited to:
1. Orientation to state service, and the job of the Special Investigator/Investigator.
  2. Basic Safety and Vehicle Information.

3. Database and Computer Programs related to the job within the employed entity explanation and usage.
  4. Business and Professions code overview.
  5. Investigative Report Writing.
  6. Hearsay Testimony/Prop 115 Training.
- B. New Special Investigators/Investigators shall complete the onboarding training within 12 months from the date of hire.
- C. The duration and subject matter of training is to be determined by the department based on the identification of current priorities and issues. If a Special Investigator/Investigator misses training due to operational need or personal reasons, DCA will endeavor to provide training no later than 12 months from the previously scheduled training.
- D. When such training is not available during normal work hours, the employee may flex their hours to attend evening classes with supervisory approval.
- E. All Special Investigators/Investigators may be given the opportunity to attend the following trainings:
1. Regulatory Investigative Techniques for Regulatory Agencies
  2. Investigative Report Writing
- F. All new Contractors State License Board (CSLB) Special Investigators/Investigators shall be given the opportunity to attend the CSLB Enforcement Academy within the first two (2) years after hire. Any Special Investigators/Investigators who have been out of the classification for four (4) years or more will be eligible to attend the Academy for retraining. Special Investigators/Investigators will be eligible for retraining every four (4) years.

#### **14.7 Personnel and Evaluation Materials**

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Upon request of any Unit 7 employee, the State shall identify any and all supervisory/managerial personnel files kept by the State on the employee including identifying the location of each file. An employee and/or the authorized representative may review any of the employee's personnel files during regular office hours, except where denial of access is authorized by statute. Where the file is in a location remote from the employee's location, reasonable arrangements will be made to accommodate the employee's review of the file. However, the State shall incur no travel costs in accommodating the employee.

- C. No other personnel files on the Unit 7 employees, other than those referenced in this section, shall be maintained by any agent of the State for any purpose.
- D. Information in an employee's personnel files shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that the information in an employee's personnel files may be released pursuant to court order or subpoena. A good faith effort shall be made to notify an affected employee of the existence of such a court order or subpoena or a motion for court order to gain access to personnel files prior to the release of any information.
- E. Adverse evaluation material or adverse material relating to an employee's conduct, attitude or service shall not be included in their official personnel file or any other file as identified under (B). above, without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- F. An employee and/or the authorized representative having the employee's signed authorization may review the employee's official personnel files during regular office hours. Where the official personnel file is in a location remote from the employee's work location reasonable arrangements will be made to accommodate the employee's review of the file. However, the State shall incur no travel costs in accommodating the employee.
- G. The employee shall have a right to insert in their file within thirty (30) days of the employer placing an item in the personnel file reasonable supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- H. Materials relating to an employee's performance which are included in the employee's official departmental personnel file shall be retained for a period of time specified by law. If not specified by law the period of time shall not exceed three (3) years. Materials which are included only in a supervisory/managerial file and not forwarded for the official personnel file shall only be retained for one (1) year.
- I. Documentation on or related to administrative investigations or inquiries which are unfounded, exonerated or not sustained shall not be placed in the employee's official personnel file. When requested, the location of the file containing the documents shall be identified to the employee. No administrative investigation or inquiry shall have a finding other than sustained, unfounded, exonerated or not sustained.

## **14.8 Personal Performance Session**

Meetings between employees and management concerning unsatisfactory work performance should be held in private or in a location sufficiently removed from the hearing range of other persons. If a facility meeting these requirements is not available, within the immediate office area of the employee management shall make good faith efforts to obtain an alternate location.

## **14.9 Lifeguard/State Park Ranger Cadet Training Program**

- A. The reporting location for new Cadets entering the Department shall be a POST-certified Peace Officer academy to be determined by the Department. If the Department determines it necessary to change this reporting location, the Department shall notify CSLEA of the proposed change. CSLEA, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.
- B. Upon successful completion of the Basic Visitor Services Training course, employees will be assigned to a new work location based on class standing at the time work locations within their time base are made available. Employees with the highest class standing will have first choice of available work locations within their time base. Employees will normally be notified of the available work locations within their time base at least forty-five (45) calendar days prior to graduation. Employees will report to their new work location at their own expense.

Determination of available positions shall be made after due consideration is made to the needs of existing staff in the Department. Vacant positions shall first be offered to current staff in the district in which the vacant positions exist. Any positions which are not filled via intra-district transfer shall then be offered Department wide for transfer. External candidates will be provided an opportunity to apply after internal candidates have been considered. Positions that remain vacant after they have been offered statewide (twice within a rolling calendar year, from when the position was first posted) may then be offered to the Cadets. At least 30 days prior to assigning positions to the Cadets, a list of vacant positions in each District shall be made available by the Department to CSLEA. The Department shall meet with CSLEA to discuss which positions are available.

- C. Employees appointed as a cadet in the Cadet Program may be subject to unpaid time off during the Cadet training and will be notified at the time of the appointment.

#### **14.10 Interpretive and Resource Management Activities**

- A. The State employer encourages Unit 7 employees to share their ideas with management regarding the interpretive and resource management activities of the Department of Parks and Recreation. These ideas should be submitted to management through the normal organizational chain of command.
- B. The Department will provide by policy for time for development, preparation, and presentation of interpretive programs, for the use of volunteers, and for coordination of interpretive programming at the District level.

#### **14.11 DMV Investigator and Special Investigator Assistant Training**

The Department will endeavor to provide each DMV Investigator and Special Investigator Assistant employed at the Department of Motor Vehicles, whose duty is to conduct regulatory inquiries, legal techniques training within one (1) year of hire, with the State providing supplemental training annually.

#### **14.12 Reimbursement of Certification Fees (Department of Consumer Affairs)**

The State agrees to reimburse Unit 7 employees of the Department of Consumer Affairs up to the actual cost, including travel and overtime, for Department issued licenses and industry recognized certifications where management deems such certification is necessary to fulfill the mission of the department. This section is grievable only up to the Department level.

#### **14.13 Personal Development Days**

- A. The State shall provide to all employees, two (2), eight (8) hour 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.

B. Employees working part-time shall earn PDD credit on a pro-rated basis in accordance with the following chart.

<b>Time Base</b>	<b>PDD hours credited per PDD day</b>
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	0.80
3/10	2.40
7/10	5.60
9/10	7.20

C. Permanent Intermittent employees will be eligible for PDD on a pro-rated basis, based on the hours worked during the pay period of usage. The pro-ratio shall be based on the chart below:

<b>Hours on pay status during pay period</b>	<b>PDD hours credited per PDD day</b>
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 and over	8

D. PDD credit may be used in one (1) hour increments.

#### **14.14 Motor Carrier Specialist I Training**

The Department will provide on-going training determined to be necessary in order to complete Motor Carrier Specialist I duties.

#### **14.15 Training – Seasonal Lifeguard**

- A. New employees are required to receive a minimum of ninety-six (96) hours of orientation and Initial Entry Training which includes, but is not limited to:
  - a. Mandatory pre-training seminar
  - b. Pre-training conditioning and skills
  - c. Mandatory Lifeguard/in-service training
- B. New Seasonal Lifeguard employees participating in such training shall be paid their hourly wage as the training time shall be considered time worked for compensation and service credit with the Department of Parks and Recreation. All such training shall only occur after the date of hire and shall be considered authorized job-related training.

### **ARTICLE 15 – CLASSIFICATIONS**

#### **15.1 Classification Proposals**

- A. When the State desires to establish a new classification and assigns it to Bargaining Unit 7 or modifies an existing one that is in Bargaining Unit 7, CalHR shall notify CSLEA in writing at least thirty (30) calendar days prior to requesting the State Personnel Board to adopt the classification proposal.
- B. If CSLEA requests in writing within fifteen (15) calendar days of the notice, CalHR shall meet with CSLEA to discuss the proposed class specification. If CSLEA does not respond to the classification notice, the classification proposal shall be deemed agreeable to CSLEA and be placed on the State Personnel Board's consent calendar.
- C. CalHR shall meet and confer, if requested in writing within seven (7) calendar days from the date State Personnel Board approved the classification change, regarding only the compensation provisions of the classification.
- D. Neither the classification nor the salary shall be subject to the grievance and arbitration procedure in Article 6.

## 15.2 Out-of-Class Work

- A. Notwithstanding Government Code Sections 905.2, 19818.8, 19823, an employee may be required to perform work in a higher classification other than that described in the specification for their classification for up to one hundred twenty (120) consecutive calendar days during a fiscal year.

B. Out-of-Class When Required in Writing

A department head or designee may direct an employee in writing to perform work in a higher class for fifteen (15) consecutive calendar days without any increase in compensation.

If a department head or designee requires an employee in writing to work in a higher classification for more than fifteen (15) consecutive calendar days, the employee shall receive a pay differential of five percent (5%) over their normal daily rate of the class to which the employee is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires in writing, an employee to work in a higher classification for thirty (30) consecutive calendar days or more, the employee shall receive a pay differential of five percent (5%) over their normal daily rate of the class to which the employee is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between their salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of one hundred twenty (120) consecutive calendar days. If the employee is promoted, the five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class. In accordance with the provisions of this subsection, no employee may be compensated for more than one (1) year of out-of-class work for any one (1) assignment.

C. Employees are not performing work in a higher classification when:

1. They are on training and development assignments, in apprenticeship or training classifications or performing duties different from the employee's regular duties because of an injury, illness or return to work program.
2. CalHR approves a change in allocation standards and an employee claims that they were working in a higher classification prior to the effective date of the change in the standards.
3. The SPB establishes a new class which describes duties that were previously properly allocated to another class and an employee claims that they were working in a higher class prior to the effective date of the class establishment.
4. The current class specification permits the performance of such duties.

5. An employee requests accelerated movement in a deep class series (e.g., Staff Services Analyst Ranges A, B, C).
- D. Should any employee file suit against CSLEA seeking to declare this provision illegal, the State shall indemnify CSLEA for any costs incurred in defending itself.
- E. The State shall not rotate employee's in and out of acting assignments for the purposes of avoiding payment of an out-of-class differential.
- F. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- G. Out-of-Class Grievances
  1. Should a dispute arise, this section shall be subject to the grievance and arbitration procedure and shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the CalHR referenced in Government Code section 19818.8 or the California Victim Compensation and Government Claims Board.
  2. 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.
  3. Arbitrators shall not have the authority to order reclassification (reallocation) of a Grievant's position or discontinuance of out-of-class work assignments.
- H. Effective October 1, 2023, payments made pursuant to this section will not be considered compensation for retirement purposes.

### **15.3 Classification Issues**

The State and CSLEA mutually agree to address classification issues whenever existing classifications do not adequately describe or recognize assigned duties and responsibilities.

The State and CSLEA recognize that classification proposals require approval of the class title, class concept, definitions of level and test of fitness by CalHR and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

## **15.4 Joint Labor Management Task Forces Regarding Arming of DDS Peace Officers**

The DDS and CSLEA will form a Joint Labor Management Task Force (JLMTF) to explore issuing Peace Officers who are assigned to patrol, transportation, and custody assignments outside the secure treatment areas of the hospitals with firearms, holsters, ammunition, and ammunition carrying cases. The DDS and CSLEA shall each appoint up to four (4) members to the JLMTF. Members shall suffer no loss of compensation for attending JLMTF meetings. The JLMTF will meet at least quarterly, but upon agreement of the JLMTF may meet more often. The JLMTF shall hold its first meeting within thirty (30) days following ratification of the MOU by all parties. Nothing in this section or MOU affects or amends the discretion of the Director of DDS to arm or not arm Peace Officers.

## **15.5 Joint Labor Management Task Force Regarding Creation of Deep Class for Program Representative, Bureau of Automotive Repair Department of Consumer Affairs**

Within ninety (90) days subsequent to ratification of the collective bargaining agreement, the Department of Consumer Affairs and CSLEA will form a Joint Labor Management Task Force (JLMTF) to explore the creation of a Bureau of Automotive Repair Program Representative Deep Class (titled Program Representative, Department of Consumer Affairs), consisting of Ranges A and B.

In the 2019-2023 MOU, the Department of Consumer Affairs (DCA) and CSLEA formed a Joint Labor Management Task Force (JLMTF) to explore the creation of deep class with the existing classification Program Representative (consisting of Range A and B).

The state will meet with the union no later than November 10, 2023, to share status of the review and the next steps.

## **ARTICLE 16 – EMPLOYEE TRANSFER AND RETENTION**

### **16.1 Transfer – Filling of Vacancies**

The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. Therefore, the State employer has the right to fill vacant positions by using existing eligible lists, involuntary transfers, reinstatements, reassignments, hardship transfer, and training and development assignments. In addition, the State employer may also fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, abilities or aptitudes. When the provisions of this section are utilized, the State shall cite, upon the employee's request, the reason and the methods used. Management shall exercise such rights in a non-arbitrary manner.

## 16.2 Voluntary Geographic Transfers

- A. The parties also recognize the desirability of permitting a permanent employee to transfer within their department and classification to another geographic area which the employee deems to be more desirable. Geographic Transfer is defined as a transfer which reasonably requires an employee to change their residence. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:
1. Employees desiring to transfer shall apply in writing to their department head or designee in a manner prescribed by the department. Such transfer applications shall be to permanent positions in the same department within the employee's current classification.
  2. An individual department may require an employee to have completed their probationary period in the classification with the equivalent of one (1) year of service at the journey level of the available position to be eligible for transfer under the provisions of this section.
    - a. If there is more than one (1) permanent employee with a transfer application to the same location on file, the department shall select the applicant with the most seniority. For positions requiring specific job-related skills, the department shall select the most senior applicant with the requisite skill(s).
    - b. Except where otherwise provided in this agreement, seniority is defined as department service in the advertised classification.
  3. Except where otherwise provided in this agreement, employees who accept a geographic transfer shall not be eligible for another geographic transfer for the equivalent of a one (1) year period. If an employee refuses to accept a transfer offer, they shall not be eligible to apply to transfer for the following three (3) month period. Acceptance of the geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the department.
  4. Employees who are subject to corrective action such as, but not limited to, counseling, interim reporting, or an adverse action of a reduction in salary or a suspension, are not eligible for geographic transfer without the approval of the department. Any transfer restriction shall end at the end of the adverse action, or thirty (30) days after the employee is subjected to any other form of corrective action if there are no additional incidents or occurrences.
  5. An employee who was denied a voluntary transfer may request from the Department a written response for such denial. The Department has thirty (30) days from the request to provide a response. The reason for any denial is not grievable or arbitrable.

### 16.3 Transfers – CCC

- A. The CCC may fill vacant positions covered by the CSLEA agreement according to the needs of the department. This includes filling positions through the use of existing eligible or promotional lists, involuntary transfers, reassignments, Training & Development (T&D) Assignments, or any other selection method approved by the CalHR.
- B. The CSLEA/STATE agreement also offers another alternative to filling vacancies, the Employee Opportunity Transfer (EOT) process. This process allows employees to apply for transfers to other center locations.
- C. Once a year, in February, all employees covered by the CSLEA agreement shall have the opportunity to apply for transfers to other center locations.
- D. Employees shall submit their transfer requests to the CCC Personnel Office, attention: Personnel Transaction Supervisor.
- E. Requests shall be submitted on the Employee Opportunity Transfer Application, CCC Form 128 (9/84).
- F. Transfer requests shall be to permanent positions in the CCC within the employee's current classification.
- G. Employees shall not submit more than fifteen (15) EOT applications for separate centers during the open filing period.
- H. EOT applications received after the final filing date will not be honored.
- I. Employees must resubmit their EOT applications every year.
- J. Use of the EOT process is voluntary on the part of the recruiting supervisor. However, once the supervisor decides to recruit using the EOT process, the supervisor shall select an employee from among the four (4) most senior employees who already have an EOT application to that location on file.
- K. Seniority shall be based on departmental service by classification.
- L. For voluntary transfers that require specific job-related skills, the supervisor shall select an employee from among the four (4) senior employees who already have an EOT application for that location on file and who possesses the requisite skills.
- M. Employees who are subject to formal corrective action will not be eligible for transfer, except as set out in Section 16.2, Voluntary Geographic Transfers, of this contract.

N. Whenever a new special program Conservationist assignment is established, the CCC may assign the new duties in one of the following ways:

1. When two or more Conservationists are interested in the new duties, unit management will conduct an internal competitive process (to be determined by management, but to include one of the usual methods used for vacancies) to choose which Conservationists will take on the new duties, or
2. If no Conservationists are interested in the new duties, unit management will determine an appropriate set of criteria that will be shared with staff and the most qualified Conservationists will be assigned the duties.

## **16.4 Transfers – Department of Justice (DOJ)**

### **A. SPECIAL AGENTS OR SPECIAL AGENT SUPERVISORS**

1. The provisions of this section apply to the voluntary transfer of Special Agents or Special Agent Supervisors between divisions, bureaus, regional offices, or the equivalent in compliance with all existing civil service laws, rules, and this MOU. Transfers within the same geographic location must be to a different division, bureau, regional office, or the equivalent.

As used in this section, the term “voluntary transfer” refers to a transfer executed on the basis of seniority through the process established by this section.

2. The DOJ and CSLEA recognize that when a vacant position is to be filled, the needs of the DOJ must be given first priority. The DOJ retains the right to fill vacancies by any method in accordance with Section 16.1 and this section. However, the needs of the DOJ may be met by using seniority as one of the primary criteria to fill vacancies.

DOJ reserves the right to fill vacancies by other methods as set forth herein. The exercise of that right will be the exception and not the rule. The DOJ has the right to fill vacant positions by using eligibility lists, involuntary transfers, reinstatements, reassignments, training and development assignments, voluntary return from a residential task force and other approved methods. In addition, the DOJ may fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, special abilities, special aptitudes or hardship based on the health and/or welfare of the employee or the employee's family.

When the DOJ utilizes any method other than seniority to fill vacant Special Agent and Special Agent Supervisor positions, the bureau Director shall first receive authorization from the appropriate division Chief.

### 3. General Criteria

- a. Agents will be ineligible to transfer if within the prior twelve (12) month period they have received one (1) unacceptable rating or two (2) or more below standard ratings in the critical task categories for the Special Agent series.

Notwithstanding the above, the hiring and receiving bureau Director may allow the transfer.

Any personnel currently the subject of adverse action will also be ineligible to transfer. Adverse action is defined as being subject to investigation which, based upon the review of the division Chief, has a reasonable likelihood of resulting in a long-term suspension, demotion, or dismissal; or, during the period in which an employee is serving the penalty imposed by a Notice of Adverse Action. However, the demotion of a Special Agent Supervisor shall not operate as a bar for the affected employee to transfer to Special Agent vacancies. This section shall only be subject to the grievance procedure under the following circumstances: (1) the division Chief fails or refuses to conduct a review of an ongoing investigation after being requested to do so, or (2) the determination by the division Chief as to whether an investigation has a reasonable likelihood of resulting in adverse action within the meaning of this section, is arbitrary and capricious.

- b. Extended off-duty status (e.g., 4800 or sick leave) may be grounds for denial of a transfer request. The projected length of off-duty status and workload of the bureau shall be considered. Final decisions shall rest with the receiving division Chief or designee.
- c. Special Agents and Special Agent Supervisors who have voluntarily transferred under this policy shall not be eligible for another voluntary transfer for a minimum of twenty-four (24) months from the effective date shown on the Request for Personnel Action (RPA).
- d. A request for transfer (Form DOJ 1411) may be submitted prior to completion of the required twenty-four (24) month period, when the department opens the transfer list.
- e. Special Agents and Special Agent Supervisors will not be eligible for voluntary transfer for a minimum of twenty-four (24) months from the beginning date of their current assignment, including an assignment upon promotion.
- f. For purposes of determining when the clock starts, the effective date of the assignment is reflected on the RPA. The effective date for transferring employees shall normally be within ninety (90) days of the notification of the transfer. However, DOJ may require the transferring individual to

physically report to the new assignment before, on, or after the effective date based on an agreement between the two (2) involved Bureau Directors, and/or Senior Assistants Attorney General. Notification is a written directive from a Bureau Director, a Senior Assistant Attorney General or above, notifying the individual that they will be expected to report on a specific date; that date will also be the effective date of the RPA.

- g. A transfer list will be accessible in a DOJ pre-identified manner/location to all Special Agents and Special Agent Supervisors.
  - h. The period of time employees were assigned to the Division of Medi- Cal Fraud and Elder Abuse (DMFEA) as investigators, prior to being reclassified in the Special Agent Series, shall be included in the calculation of seniority for the purpose of transfers within the DMFEA. Employees who were in the Attorney General Investigator Series, and were reclassified into the Special Agent Series, will have a November 1, 1998, the State Personnel Board's action date for the reclassification, start date in the Special Agent Series to be used for the purposes of calculating seniority within the Special Agent Series outside of the DMFEA.
4. Seniority List
- a. A seniority list shall be established and maintained by DOJ.
  - b. This list shall establish seniority dates in grade, by date of hire and/or date of promotion. Transfer requests, unless exempted by this policy, shall be afforded to the Special Agent Supervisor with the greatest in grade seniority or to the Special Agent with the greatest total seniority in any Agent classification. When two (2) or more Special Agents or Special Agent Supervisors request the same transfer and have the same seniority, the tie shall be broken as follows:
    - (1) The Agent with greater seniority as an Agent with the Department shall have priority.
    - (2) If seniority is otherwise equal, the Agent with the earlier request date shall receive the transfer.
    - (3) Should two (2) Agents have equal seniority and identical request dates; the tie will be broken by a flip of the coin to be performed in the presence of a DOJ designee and a designee of the Special Agents Association.
  - c. Transfer requests shall be submitted on a form DOJ 1411 and may be submitted whenever the department opens the transfer list. However, the Special Agent or Special Agent Supervisor shall not be eligible for transfer until completion of their current twenty-four (24) month assignment, unless

DOJ waives this requirement. (This section is controlling over General Criteria and shall be consistent with Seniority Section).

- d. Voluntary transfers are considered to be for the individual's benefit and shall be at their own expense.
  - e. Transfer requests shall be limited to a maximum of five (5) specific requests for transfer.
  - f. Special Agents/Special Agent Supervisors shall rank each request according to preference, on DOJ Forms 1411.
  - g. Voluntary transfer requests are valid and binding unless the employee has submitted a request for cancellation prior to the action commencing to fill the position.
5. Deadlines, Cancellations, and Amendments of DOJ Form 1411

a. Deadlines – General

Deadlines are established on a specific date. Deadlines for submitting transfer requests may be in conjunction with a Special Agent Entry Training Class, promotion, or other administrative action. Once a deadline has passed, transfer books will be reopened.

Any transfer requests, amendments or cancellations submitted after the deadline cannot be considered.

Transfer requests on file are subject to the assignment at times other than in conjunction with Special Agent entry class assignments, i.e., in conjunction with reinstatements, administrative moves, etc. In filling these vacancies, no deadline date shall be established, and consideration shall be given only to transfer requests on file on the date instructions are given to fill the vacancies.

b. Deadlines – Special Agents and Special Agent Supervisors

Special Agents-In-Charge will be notified by memorandum of the final date for receipt of DOJ Form 1411, Request for Transfer. Original requests, amendments and cancellations must be received by the Department by 1700 hours on the deadline date. Original requests, amendments or cancellations received by the Department after the deadline date will be returned to the Special Agent-In-Charge. The Special Agent-In-Charge shall notify every agent under his command. Special Agent or Special Agent Supervisor requests for voluntary transfer shall be given priority over new hires or transfers from outside agencies.

A request for voluntary transfer shall remain in effect until one of the following occurs:

- (1) Transfer to one of the requested locations is affected.
- (2) The employee is appointed to another class or position.
- (3) The employee cancels the request.

To cancel requests for transfer, employees shall submit Form 1411 to the Department indicating the specific request to be canceled.

- (4) The employee amends the request.

An employee desiring to amend a transfer request already submitted shall submit DOJ Form 1411 to the Department identifying the desired amendment.

#### 6. Positions Filled by Methods Other than Seniority

- a. Management may fill Special Agent or Special Agent Supervisor positions other than by seniority by methods set forth in this section.
- b. Positions filled by methods other than seniority shall be posted for a period of no less than fourteen (14) calendar days.
- c. Job announcements shall specify any special skills, special ability or special aptitude requirements for the position. Management shall notice CSLEA of their intent to fill positions by methods other than seniority not less than seven (7) days prior to advertising positions. Upon request by CSLEA, the DOJ agrees to meet and discuss the impact of filling these positions by a means other than seniority.
- d. Special Agents and Special Agent Supervisors wishing to apply for posted positions must submit all required documents as identified in the job announcement.
- e. When a job is announced, and interest is expressed in that job, the appropriate hiring manager shall hold an interview permitting the Agent to express their qualifications and reasons for appointment prior to decision by DOJ. When more than ten (10) candidates apply for a position, the applications will be reviewed and the most qualified ten (10) candidates will be interviewed. After the appointment is made, the individual who conducted the interview shall be available to all unsuccessful candidates to discuss the unsuccessful candidate's relative qualifications.
- f. When management is filling a position other than by seniority which requires special skills, abilities, or aptitudes, such as, but not limited to,

Task Force Commander, bilingual positions, pilots, legislative advocates, and positions at the Advanced Training Center, for which announcements and specification of required skills and abilities are required, management need not take into consideration seniority at any stage of the selection process.

## 7. Task Force Assignments

- a. Special Agents or Special Agent Supervisors wishing to apply for a Residential Task Force assignment shall apply as described in this section “Positions Filled by Methods Other Than Seniority” above.
- b. Requests for a non-residential task force will not be accepted. Individuals desirous of an assignment to a specific non-residential task force will have to request transfer to the specific regional office.
- c. Management retains the right to assign personnel to non-residential task forces within the regional office as appropriate.
- d. Employees voluntarily returning from a residential task force shall have a mandatory right to reinstate to the first available vacancy in the regional office from which they were assigned.

No relocation expenses shall be paid to employees exercising their voluntary return to a regional office from a residential task force, unless otherwise qualified under a CalHR rule.

- e. For purposes of this section, residential (non-commute) task forces are those task forces located forty-five (45) or more air miles from the regional office, and/or normal commute from the regional office to the task force is in excess of sixty (60) minutes. Residential task force assignment will be for a specific task force.

## 8. Establishment of New Office

- a. Whenever the Department establishes a new office within a division, bureau or regional office or experiences a major increase [exceeds fifty percent (50%)] in positions in an existing location, DOJ retains the discretion to hire pursuant to Section 16.1, use the transfer list, or a combination of both.
- b. DOJ shall adhere to the provisions of this policy as positions become vacant.
- c. DOJ agrees to notice CSLEA regarding the establishment of a new office or major increase in positions in an existing location. Upon request of CSLEA, the DOJ agrees to meet and discuss with CSLEA the method of

filling vacancies created by new offices or vacancies created by major increases in existing offices.

## B. CRIMINALISTS AND SENIOR CRIMINALISTS

1. The provisions of this section apply to the voluntary transfer of Criminalists and Senior Criminalists (C and SC) at the DOJ between geographic locations, in the Division of Law Enforcement (DLE). These voluntary transfers shall be in compliance with all existing civil service laws, rules, this contract and are considered to be for the individual's benefit and shall be at their own expense.
2. DOJ has the right to fill vacant positions by using eligibility lists, voluntary transfers, involuntary transfers, reinstatements, reassignments, training and development assignments, and other approved methods. In addition, DOJ may fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, special abilities, special aptitudes, or hardship based on the health and/or welfare of the employee or the employee's family. Absent these considerations seniority-based transfers shall prevail.
3. The provisions of this section apply whenever DLE is authorized and intends to fill a vacant position in the C and SC classifications. Vacancies and new positions will be accessible to all staff.
4. Eligibility
  - a. In order to be eligible to transfer under this section, employees must have completed their probationary period. A request for transfer may be submitted up to ninety (90) days prior to completion of the probationary period. However, the C and SC shall not be eligible for transfer until completion of their probationary period. The prohibition to a voluntary transfer while on probation may be waived by the division chief.
  - b. Employees who are subject to corrective action shall not be eligible for transfer until completion of said action. Subject to corrective action is defined as being the subject of an investigation or serving a specified period of corrective action. Prohibition to transfer under this policy solely because of an investigation shall be for no longer than a twelve (12) month period.
  - c. C and SC, who have previously voluntarily transferred under this section, shall not be eligible for another voluntary transfer for a minimum of twelve (12) months from the effective date shown on the Request for Personnel Action (RPA) for the previous voluntary transfer. A request for transfer may be submitted up to ninety (90) days prior to completion of the required twelve (12) month period.

## 5. Process

- a. DOJ shall establish and maintain a C and SC seniority transfer list, hereafter referred to as the list.
- b. This list shall establish, for the purposes of seniority-based transfers, seniority dates in the classification (C and SC,) by date of hire and/or date of promotion and show the date of the employees' request was received and the desired location(s).
- c. A list will be accessible to all C and SC employees in a DOJ pre-identified manner/location. The DOJ shall provide an updated list on a quarterly basis unless there are no requests for inclusion or deletion since the last update.
- d. To be placed on the list, an employee must submit to their bureau chief or designee a signed and dated request (bid) for transfer.
- e. Bids may be submitted for inclusion on the list for the next quarter up until ten (10) days before the beginning of that quarter. Quarters begin the first day of the months of January, April, July, and October.
- f. Bids submitted for the list will remain valid for two (2) years.
- g. Employees may identify up-to two (2) desired locations for transfer, ranked according to preference.
- h. Turning down three (3) consecutive transfers removes the employee from the list and the employee may not reapply for one (1) year from the notification date to management that the third transfer offer will not be accepted.
- i. Employees who effect a voluntary transfer may not transfer again for a period of at least one (1) year.
- j. Any errors in the list must be brought to the attention of DOJ within fifteen (15) calendar days after the seniority transfer list is received at the work site.

## 6. Amendments and Removal

- a. An employee desiring to amend a bid for transfer already submitted, shall submit a memorandum to the bureau chief or designee identifying the desired amendment according to the schedule in item (5) above.
- b. To be removed from the list, an employee must submit to their bureau chief or designee a signed and dated letter or memorandum requesting removal from the list.

## 7. Ties

- a. When the seniority transfer process is being used to fill a vacant C and SC position and two (2) or more employees in the class of the vacancy apply for the same position, the employee with the greatest seniority in the series will be selected. If a computation of this seniority results in a tie, the following tie-breakers will be used:

- (1) First, total time in the classification, if that does not break the tie,

- (2) Second, the employee with the earliest request date (date of receipt of transfer request at BFS headquarters) shall be selected. If there is still a tie,

- (3) Third, a DOJ designee and a designee of the Association of Criminalists shall decide the outcome by the flip of a coin.

- a. When DOJ fills a vacant position using a seniority transfer, the most eligible bidder will be contacted by the bureau chief or designee and will have forty-eight (48) hours after the job offer to accept or decline the offered position.

- b. The senior eligible employee shall be given a minimum of thirty (30) calendar days to report to the new position, unless waived by the employee.

## 8. Transfers Filled by Methods Other than Seniority

When the DOJ utilizes any method other than seniority to fill vacant C and SC positions, the bureau chief or designee shall notify the division chief.

### a. Special Skills, Abilities, or Aptitudes

- (1) When management is filling a position by a method other than seniority which requires special skills, abilities, or aptitudes, a job announcement for the position shall:

- a. Be issued for a period of no less than twenty-one (21) calendar days,

- b. Specify any special skill, ability, or aptitude considerations for the position, and,

- c. Be posted on the employee bulletin board at each work site where C and SC are employed.

## 9. Establishment of New Units

- a. Whenever the Department establishes a new unit or experiences a major increase [exceeds fifty percent (50%)] in positions in an existing unit, seniority need not be considered when initially filling positions allocated to the C and SC classifications assigned to the new or existing unit. However, management shall adhere to the provisions of this section as positions become vacant.
- b. The DOJ agrees to notice CSLEA regarding the establishment of a new unit or major increase in positions in an existing unit. Upon request of CSLEA, DOJ agrees to meet and discuss with CSLEA the method of filling vacancies created by new units or vacancies created by major increases in existing units.

## 16.5 Transfers – California Highway Patrol

Seniority transfers shall take priority over other hiring methods for the Motor Carrier Specialist I (MCS) I, Public Safety Operator/Dispatcher (PSO/PSD) and School Pupil Transportation Safety Coordinator (SPTSC). However, it is recognized that mandatory reinstatements, affirmative action, layoff, special skills, abilities, or aptitudes may also be a consideration in filling a vacant position. Management shall exercise such rights in a non-arbitrary manner. Requests for exception to the seniority transfer process must be submitted in writing through channels to the Office of the Assistant Commissioner Field, for approval.

- A. The parties recognize the desirability of permitting a permanent employee to transfer within the Department and classification to another geographic area which the employee deems to be more desirable.
  1. PSO/PSDs may transfer among Communications Centers. Transfers for MCS Is are to Division Commands. SPTSCs may transfer to a designated CHP Area that has a position.

An MCS I may request a particular geographic location within a Division, but management reserves the right to determine the geographic assignment. All Headquarters and Multi-Disciplinary Accident Investigation Team assignments are by administrative decision.

2. An employee desiring to transfer shall prepare two (2) copies of Request for Transfer (CHP 220N) for submission to their Commander during the open filing periods - February and August. Transfer applications shall be to permanent positions within the employee's classification.
3. The Department requires the employee to have completed the twelve (12) month probationary period in the employee's classification to be eligible for transfer under the provisions of this section. However, an employee may submit a request for voluntary transfer during an open filing period if their

probationary period will be completed during the forthcoming closed filing period.

4. An eligible employee who wishes to submit transfer applications may do so once every six (6) months during the open filing period. The transfer application shall be limited to four (4) desired locations. An employee shall resubmit the transfer applications every six (6) months to keep the request active.
5. CHP 220Ns shall remain on file through the end of the open filing period. The current CHP 220Ns on file will continue to be utilized to fill vacancies until the close of the open filing period.
6. If there is more than one (1) employee with a transfer application to the same location on file, the employee with the greatest amount of Departmental service in the classification shall be offered the position.

Ties in Departmental seniority within the MCS I, PSO/PSD and SPTSC classifications shall be broken according to the following criteria:

- a. Seniority within Unit 7;
  - b. Longest continuous Department service regardless of classification;
  - c. State service seniority;
  - d. The highest social security number (last four digits) signifies the highest seniority.
7. For voluntary transfers that require specific job-related skills, the position shall be offered to the employee with the greatest amount of Department service in the classification who bids for the position and has the requisite skills.
  8. If there are no transfer requests on file, the vacant position is advertised. The most senior interested employee who responds before the cutoff date shall be selected for the position.
  9. If there is no expressed interest by an incumbent to transfer to a vacant position, management shall fill the position in accordance with Section 16.1 Transfer – Filling of Vacancies or 16.2 Voluntary Geographic Transfers. Management of the hiring command shall make concerted efforts to develop a broadly diverse candidate pool from which the final selection will be made.
  10. An employee who is on long term Military Leave in excess of six (6) months – one hundred eighty (180) days, suspension, termination for medical reasons, termination of permanent or probationary employee by layoff, termination by displacement, and disability retirement, pregnancy leave, parental leave,

unpaid leave, union leave, catastrophic leave may not file a request for transfer during their absence.

11. If an employee has filed a request to transfer prior to a leave or separation, they must be available to report within thirty (30) days of contact or waive their right to the position.
12. Voluntary transfers are valid and binding unless a written request for cancellation is received within fifteen (15) calendar days of acceptance. When an "All Concerned" memorandum has been sent stating the commitment to hire, the transfer is valid and binding. If a PSO/PSD or SPTSC waives an offer to transfer to a desired location as stated on the CHP 220N, that location is no longer an option during the current six (6) month period.

B. Limited Term Assignment (LTA). A PSO/PSD, MCS I and SPTSC, who is currently on an LTA with prior status in the classification and accepts an LTA in another location, shall be permitted to submit a transfer request during an open filing period that may occur during the period of the limited term assignment.

1. The LTA shall not take precedence over the seniority transfer process.
2. At the conclusion of the LTA, the affected command will initiate a new hiring process taking the most senior employee in the classification with a transfer request on file to that location. The employee on the LTA will remain in the position only if they have permanent status in the classification and is the most senior employee with a transfer request on file to that location.
3. If there is no transfer request on file, the position must be advertised. The employee on the LTA is eligible for the position, only if they have permanent status in the classification and is the most senior responder.
4. An employee on an LTA with no prior permanent status in the classification may not file a transfer request during the open filing period nor be considered as eligible to an advertisement of a position.
5. If an employee has filed a request to transfer prior to a leave or separation, they must be available to report within thirty (30) days of contact or waive their right to the position.

C. Hardship Transfer

When a hardship transfer is requested for reasons of health of the employee or the employee's family or for reasons other than health, the employee shall comply with criteria established by the Department as set forth in General Order 10.6 (Field and Headquarters Assignments and Transfers—Non-Uniformed Employees). Denial of a hardship transfer is not grievable nor arbitrable.

- D. Satisfactory employee performance during the past twelve (12 )months shall be considered for all transfers. Unsatisfactory performance may be cause for denial of a transfer request, i.e., interim reporting, pending adverse action.

## **16.6 Transfers – Department of Motor Vehicles**

Current provisions governing voluntary transfer in the Department of Motor Vehicles shall continue for the duration of this Contract.

## **16.7 Transfers – Department of Fish and Wildlife**

- A. Eligible employees in the classifications of Fish and Wildlife Warden, Fish and Wildlife Patrol Lieutenant (Specialist), and Warden Pilot Fish and Wildlife, wishing to transfer to a different geographical location within their current classification may submit in a form approved by the Conservation Education and Enforcement Branch (CEEB) to the appropriate Regional Patrol Chief in response to the vacancies in the Department’s Job Opportunity Bulletin (JOB). In addition to the JOB, the CEEB will establish a twenty-four (24) hour recorded message advertising available positions.
- B. In accordance with Section 16.1 of the Unit 7 contract, CDFW maintains the right to fill positions for reasons other than seniority, whether or not there is an eligible employee for the position. If a decision is made to fill a position for reasons other than seniority, CSLEA or its designee will be notified. Only the Chief of Patrol can authorize a position be filled by reasons other than seniority.
- C. When CDFW chooses to fill a vacant position using a seniority transfer, the most senior eligible bidder will be contacted by the appropriate Regional Patrol Chief or designee and offered the position. Bids submitted for a seniority list will remain valid until the position is filled. Vacant positions will be advertised and offered to the most senior bidder prior to assigning them to cadets or new hires.
- D. The senior eligible bidder will have forty-eight (48) hours after the job offer to make a decision to accept or decline the position.
- E. Employees who are subject to corrective action may not be eligible for transfer, except pursuant to 16.2 Voluntary Geographic Transfers(4) of this MOU.
- F. Employees in the above classifications must have completed the probationary period in their class with one (1) year of service at the journey level to be eligible for voluntary transfer. Those who do not have the required time in grade will be considered ineligible. Acceptance of the geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the Department.
- G. The senior eligible bidder will be given a minimum of thirty (30) calendar days to report to the new position unless waived by the bidder.

- H. If two (2) or more employees in the class of the vacancy apply for the position, the employee with the greatest seniority in the class will normally be selected. If a computation of this seniority results in a tie, the following provisions will be applied:
  - 1. For employees appointed prior to January 1, 1989, total department seniority (including that gained during seasonal employment) will next be considered. If that does not break the tie, total State service will next be considered.
  - 2. For employees hired on or after January 1, 1989, badges will be issued in consecutive order based on seniority. Fish and Wildlife Wardens graduating from the P.O.S.T. Basic Academy will be issued consecutive badge numbers based upon their overall class standing. When seniority is used to fill a vacant position, the tie shall be granted to the employee with the lowest badge number. If a warden hired on or after January 1, 1989, has a non-qualifying pay period, the employee's badge/seniority will be adjusted accordingly.
- I. Transfers into and out of Special Operations Unit (SOU) will be administrative. The Department of Fish and Wildlife agrees to develop an internal policy to provide for preferential placement of employees transferring out of the SOU.
- J. No other section of this MOU referencing transfers shall apply unless specifically referenced in this section, (16.7) Transfers – Department of Fish and Wildlife.

## **16.8 Transfers – Department of Alcoholic Beverage Control**

- A. The Department of Alcoholic Beverage Control (ABC) and CSLEA recognize the desirability of permitting a permanent employee to transfer within their classification within the Department to another area which the employee deems more desirable. In recognition of this, the Department will give consideration to voluntary geographic transfer requests prior to filling vacancies via the means outlined in Section 16.1.
- B. Geographic transfer is defined as a transfer which the employee voluntarily transfers from one office location to another office location. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:
  - 1. Employees desiring to geographically transfer shall apply in writing to the Director or designee in a manner prescribed by the Department.
  - 2. Such transfer request shall be to a vacant Agent/Licensing Representative position.
  - 3. Employees must have completed their initial probationary period in the Agent/Licensing Representative series.

4. Employees who are the subject of an internal affairs investigation; on formal interim reporting; or are serving an adverse action are not eligible for geographic transfer.
5. The Department agrees to establish two (2) voluntary geographic transfer lists which includes: 1) Agent Trainee, ABC and Agent, ABC and 2) Licensing Representative I, ABC and Licensing Representative II, ABC. The lists are based upon seniority in the classification series. If two (2) or more employees have the same seniority, the tie will be broken in the following order:
  - a. Total departmental service;
  - b. Total state service; and then
  - c. Flip of a coin to be performed by ABC designee and CSLEA designee.
6. Employees offered a geographic transfer will be provided not more than seventy-two (72) hours to accept or reject the offer. Once accepted, the employee must request Department approval to rescind such a request.
7. Voluntary geographic transfers are considered to be for the employee's benefit and shall be at the employee's own expense.
8. Employees who accept a geographic transfer shall not be eligible for another geographic transfer for a period of twenty-four (24) months.
9. Acceptance of a Limited Term (LT) assignment shall not remove an Agent/Licensing Representative from the departmental transfer list.

## **16.9 Transfers – Department of Parks and Recreation**

### **A. Filling of Vacancies**

The parties recognize that when the Department deems it necessary to fill a vacant position, the needs of the Department must be given first priority. Therefore, the Department has the right to fill vacant positions by using existing eligible lists, involuntary transfers, reinstatements, reassignments, and training and development assignments. In addition, the Department may also fill vacant positions for reasons such as, but not limited to, layoff, special skills, abilities, or aptitudes. When the provisions of this section are utilized, the Department will cite, upon the employee's request, the methods used. Management will exercise such rights in a non-arbitrary manner.

CSLEA and the Department shall meet to discuss which available positions will be offered to the Cadets in accordance with Section 14.9 (B).

## B. Voluntary Geographic Transfer

Positions to be filled through voluntary geographic transfers will be advertised in the Department's career opportunity bulletin. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:

1. Employees desiring to transfer shall apply in writing to the Department as prescribed by the department. Such transfer applications shall be to permanent positions in the department within their current classification.
2. A full-time employee must have completed the probationary period in their classification and have the equivalent of two (2) years of service in the current District at the journey level of the available position to be eligible for transfer from their initial position under the provisions of this section. For subsequent transfers, a full-time employee must have completed the equivalent of one (1) year of service in the current District at the journey level of the available position.

An intermittent or part-time employee must have completed the probationary period in their classification and have two (2) calendar years of service and one thousand nine hundred twenty hours (1920) hours in the current District(s) at the journey level of the available position to be eligible for transfer from their initial position under the provisions of this section. For subsequent transfers, an intermittent or part-time employee must have completed the equivalent of one (1) year of service in the current District(s) at the journey level of the available position.

3. Employees who are subject to corrective action such as, but not limited to, counseling, interim reporting, or adverse action, may not be eligible for geographic transfer.
4. Except during budgetary constraints, permanent intermittent employees will be eligible to apply for voluntary geographic transfer to full-time positions within their classification if they meet all of the above criteria and either have (a) at least two (2) calendar years and one thousand nine hundred twenty (1920) hours of service, both of which must be in the classification or one that is substantially at or above the salary level of that classification or (b) previously held a permanent or probationary full-time position in the class to which the transfer is desired.

If there is more than one (1) permanent employee with a transfer application to the same location on file who meets the eligibility criteria, the department shall select the applicant with the most seniority. For positions requiring specific job-related skills, the Department shall select the most senior applicant with the requisite skill. Job related skills include, but are not limited to: canine handler, defensive tactics instructor, firearms instructor, and

Emergency Medical Responder instructor. Seniority shall be defined as follows:

- a. Seniority for State Park Rangers shall be defined as badged time in the classifications of State Park Ranger, State Park Ranger Trainee, State Park Technician, State Park Ranger I (Intermittent) and time in a limited term appointment in the class of State Park Ranger II. In addition, an employee who changes classification from Lifeguard to State Park Ranger shall receive credit for seniority earned as a Lifeguard towards seniority as a Ranger.
- b. Seniority for the classification of Lifeguard shall be defined as time in the permanent class and time in a limited term appointment in the class of Lifeguard Supervisor I. In addition, an employee who changes classification from State Park Ranger to Lifeguard shall receive credit for seniority earned as a State Park Ranger towards seniority as a Lifeguard.
- c. Applicants must be available for contact for offering of the position after one (1) week after the final filing date. The senior candidate will have forty-eight (48) hours from the time and date of the offer to accept the position. If not accepted during that time, the next senior candidate will be offered the position. If an employee refuses to accept a transfer offer, they shall not be eligible to apply to transfer for the following three (3) month period. Each employee who accepts a geographic transfer and subsequently declines the position shall not be eligible for another transfer for the equivalent of a one (1) year period. Acceptance of a geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the department.

#### C. Reassignment (Transfer within District)

Reassignment of personnel to a vacant position within a District will be based on operational needs. The appropriate District Superintendent shall approve reassignment based on operational needs. After operational needs are addressed, assignments shall be made available based on classification seniority in the district.

#### D. Time Base Change

Except during budgetary constraints, a permanent intermittent employee shall be eligible to compete for a vacant full-time position within their current classification and District through positions advertised in the career opportunity bulletin process if they either have (a) at least two (2) calendar years and one thousand nine hundred twenty (1920) hours of service, both of which must be in the classification or one that is substantially at or above the salary level of that classification or (b) previously held a permanent or probationary full-time position in the class to which the time base change is desired.

## 16.10 Involuntary Transfers

- A. A department head or designee may transfer any employee under their jurisdictions:
  - 1. To another position in the same class; or
  - 2. To another position in a different class designated as appropriate by the State Personnel Board; or
  - 3. Any employee from one location to another whether in the same position, or in a different position as specified above in (1) or (2).

When a transfer under this section reasonably requires an employee to change their place of residence, the department head or designee shall give the employee, unless the employee waives this right, a written notice of transfer sixty (60) days in advance of the effective date of the transfer.

- B. When there are two (2) or more employees in a class and an involuntary transfer is required to a position in the same class, or an appropriate class as designated by the department, in a location which reasonably requires an employee to change their place of residence, the selection shall be by the lowest classification seniority (defined as total months of service in the classification in the department) if there are no special job skills or departmental needs as identified by the Department for the position.

The Department of Parks and Recreation seniority shall be determined by total badge time.

- C. When an involuntary transfer reasonably requiring a change in residence is being considered by the department head or designee, the employee may consider allowing the affected employee to voluntarily demote to a vacant position for which the employee is qualified pursuant to applicable laws and rules.
- D. An employee being involuntarily transferred may resign from State service and their reinstatement rights shall be pursuant to applicable laws and rules.

## 16.11 Appeal of Involuntary Transfer

- A. An involuntary transfer which reasonably requires an employee to change their 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 their former position; shall be paid the regular travel allowance for the period of time they are away from their 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 their residence shall 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 purposes of disciplining the employee.
- C. An employee shall not be required to physically change their residence as a condition of appealing the involuntary transfer. An employee has the option of remaining at the residence while appealing the transfer, and then making the move if the appeal is denied. However, the employee shall report to work as required or directed. Any provisions or statutes governing reimbursement of costs for the move are still applicable.
- D. In order to expedite the appeal under this section (A) the employee may initially file a grievance at the third (3<sup>rd</sup>) level of the grievance and arbitration process.

### **16.12 Internal Transfers – Department of Consumer Affairs (DCA) Division of Investigation**

- A. The DCA Division of Investigation (Division) recognizes the desirability of an intra-unit transfer process for current Division Investigators. This section applies to the voluntary transfer of Investigators within Division Units in compliance with all existing civil service laws, rules, and this MOU. DCA and CSLEA recognize that when a vacant position is to be filled, the needs of the Division must be given first priority. Nothing in this section shall limit the Division from filling vacancies under Sections 16.1 or 16.2.
- B. All investigators within the Division are assigned to a Unit, currently:
  - 1. IEU – Investigation and Enforcement Unit;
  - 2. SOU – Special Operations Unit; or
  - 3. HQIU – Health Quality Investigation Unit.
- C. Division management determines when there is an opportunity to fill a vacancy by intra-unit transfer to a different location within the same Unit.
- D. All transfers approved under this provision are deemed voluntary.
- E. Any cost associated with a voluntary transfer are at the expense of the Investigator.
- F. A Division Investigator is eligible to request a transfer only when all of the following applies:
  - 1. The Investigator has passed the prescribed employment probationary period;

2. The Investigator has completed 12 months in their current position if the Investigator is a new hire, reinstatement, or hire for reemployment;
3. The Investigator has no “unacceptable” rating in a performance evaluation within the 12 months prior to the date the transfer is requested;
4. The Investigator has no more than one “below standard” rating in a performance evaluation within the 12 months prior to the date the transfer is requested;
5. The investigator is not subject to corrective action, suspension, or adverse action;
6. The Investigator has not transferred under this section within the last 30 months; and
7. The Investigator has not withdrawn a transfer request, after being noticed of its approval, within the past 12 months.

G. The following procedures and timelines (calendar days) apply:

1. When the Division determines that a vacant position is to be filled by intra-unit transfer, the Division shall notify Investigators in the same Unit by email announcement.
2. Interested Investigators must submit an email reply indicating interest within 14 calendar days of the email announcement.
3. Only Division seniority shall be considered for an intra-unit transfer.
  - a. Division seniority is the date of hire as Investigator with the Division
  - b. Investigators who were transferred from the Medical Board of California (MBC) to the Division on July 1, 2014 (Senate Bill 304) shall have Division Seniority of their MBC hire date as a sworn Investigator.
  - c. Upon a tie of Division Seniority, the Investigator with the earlier transfer request date shall have greater seniority for the purpose of this section.
4. Notice of an approved transfer request shall be made to the interested and eligible Investigator with the highest seniority, in writing, within 30 after the 14-day interested deadline date.
  - a. The selected candidate must accept the transfer or withdraw their request within seven calendar days.

- b. All other Investigators who requested transfer to that position shall be notified they were not selected, prior to any official announcement of the selected candidate.
- 5. The start date of the selected Investigator to transfer shall be within 30 days from the date of notice of approved transfer, or another date otherwise agreed upon by both parties.

### **16.13 Internal Transfers – Department of Cannabis Control**

- A. The Department of Cannabis Control (DCC) Enforcement Division (Division) recognized the desirability of a transfer process for current Division Investigators. This section applies to the voluntary transfer of Investigators within Division Units in compliance with all existing civil service laws, rules, and this MOU. DCC and CSLEA recognize that when a vacant position is to be filled, the needs of the Division must be given first priority. Nothing in this section shall limit the Division from filling vacancies under Sections 16.1 or 16.2.
- B. All investigators within the Division currently working in the capacity of the following:
  - 1. High Intensity;
  - 2. Major Enforcement;
  - 3. Special Operations;
  - 4. Professional Standards
- C. Division management shall consider prioritizing Investigator vacancies for internal transfer before requesting vacancies to be posted to CalCareers.
- D. All transfers approved under this provision are deemed voluntary.
- E. Any cost associated with a voluntary transfer are at the expense of the Investigator.
- F. A Division Investigator is eligible to request a transfer only when all of the following apply:
  - 1. The Investigator has passed the required employment probationary period;
  - 2. The Investigator does not have an “improvement needed” or “unacceptable” rating on a performance or probationary report within the 12 months prior to the date the transfer is requested;
  - 3. The investigator is not actively subject to corrective action, suspension, or adverse action;

4. The Investigator has not transferred under this section within the past 30 months; and
5. The Investigator has not withdrawn a transfer request, after being noticed of its approval, within the past 12 months.

G. The following procedures and timelines apply:

1. When the Division determines that a vacant position is to be filled by transfer, the Division shall notify all Investigators by email announcement.
2. Interested Investigators must send an email reply indicating interest within seven calendar days of the email announcement.
3. Investigators interested in applying for a transfer to shall submit a statement of qualifications identifying their training and experience that makes them most qualified for the position.
4. Division seniority shall be considered for an internal transfer.
  - a. Division seniority is the date of hire as Investigator with the Division
  - b. Upon a tie of Division Seniority, the investigator with the earlier transfer date shall have greater seniority for the purposes of this section (with consideration taken to an Investigator on vacation).
5. Notice of an approved transfer request shall be made to the interested and eligible Investigator with the highest seniority, in writing, within 30 calendar days from the submission date.
  - a. The selected Investigator must accept the transfer or withdraw their request within seven calendar days.
  - b. All other Investigators who requested transfer to that position shall be notified they were not selected, prior to any official announcement of the selected Investigator.

The selected Investigator shall have a transfer effective within 30 calendar days from the date of notice of approved transfer, unless otherwise agreed upon by the Division and selected Investigator.

## **ARTICLE 17 – LAYOFF**

### **17.1 Layoff and Reemployment**

#### **A. Application**

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

#### **B. Order of Layoff**

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

#### **C. Notice**

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 date of mailing of the notice. The State agrees to notify the Union no later than thirty (30) calendar days prior to the actual date of layoff.

#### **D. Transfer or Demotion in Lieu of Layoff**

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

#### **E. Reemployment**

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

#### **F. State Service Credit for Layoff Purposes**

In determining seniority scores, one (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.

- G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code Section 19997.14. The hearing officer's decision shall be final and upon its issuance the CalHR shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code Section 19815.8, CalHR, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.1 Grooming Standards**

Employees are expected to wear attire and present an appearance appropriate for the duties of their position and consistent with the professional image of the Departments.

Department of Motor Vehicles, LREs

Employees performing drive tests shall be allowed to wear walking shorts. For purposes of this provision, walking shorts are defined as shorts which are no shorter than six (6) inches above the knee.

This section is grievable to the third (3<sup>rd</sup>) level.

### **18.2 Residency Policy – Department of Fish and Wildlife**

- A. Officers whose permanent residence is within twenty-five (25) air miles of the U.S. Post Office designated as the headquarters for their assigned district will, upon approval of the Chief of Law Enforcement, be issued a home storage permit and provided with a State telephone.
- B. Officers who elect to reside outside their designated area will not be issued a home storage permit nor provided with a State telephone and will not be authorized to conduct state business in their homes without permission. In those cases, the officers will be required to park their assigned State vehicle at a location designated by their supervisor and commute on their own time from their home to their assigned office and/or vehicle's location. Exceptions may be made if the Chief of Law Enforcement determines it is the best interest of the State.
- C. Incumbent officers who have been authorized to reside outside their designated area shall not be required to relocate nor will their home storage permit and State telephone be canceled as a result of this policy. However, any officer hired on or after the effective date of this policy will be required to comply with this policy; this will also apply to current officers who either choose to relocate their

permanent residence or transfer to another position on or after the effective date of this policy.

- D. Each officer will be required to provide a home telephone number where they can be reached by the Department.

### **18.3 Vehicles**

#### **A. Vehicle Replacement and Safety**

- 1. The State employer and CSLEA agree that the following provisions shall apply to the replacement of vehicles operated by members of Bargaining Unit 7:

A State-owned vehicle may be disposed of or replaced at any time that it is determined by the State that it would be economical to do so, regardless of age or mileage. An evaluation may be made by a General Services Automotive Inspector at the time of periodic inspection or whenever repairs are necessary to determine whether a vehicle should be disposed of or can be economically continued in service. Unless exempted by the Department of General Services, the decision whether to retain or dispose of any vehicle shall be based on a report of inspection by an Inspector. The report shall take into account all of the following:

- a. Current mechanical condition
  - b. Previous maintenance and repair records
  - c. Extent of needed repairs and availability of parts and life expectancy of vehicle after repair
  - d. Current sale value
  - e. Cost of replacement unit and accessories (radios, etc.)
- 2. If an employee feels they have been assigned an unsafe vehicle, they should bring it to their supervisor's immediate attention. The supervisor shall inspect the vehicle and if the supervisor believes the vehicle is unsafe, the supervisor shall attempt to obtain another vehicle for the employee. If the supervisor believes the vehicle is safe, but the employee continues to believe the vehicle is unsafe, the employee may pursue a complaint/grievance through the Health and Safety Grievance Procedure of this contract. However, if the complaint involves any other conditions the employee may pursue their complaint to a designated supervisor or manager identified by each appointing authority as second level of review. The second level of review will respond to the vehicle safety complaint/grievance within twenty-four (24) hours. If the employee is not satisfied with the decision rendered at the second level, the employee may pursue their vehicle safety complaint with the

Director of the Department. The Director's decision constitutes the final level of review regarding all issues except the safety of a vehicle.

3. The parties agree to meet and discuss the formulation of a joint labor/management committee to address concerns regarding the replacement of vehicles used by department for law enforcement officers.

B. State Vehicle Assignments and Vehicle Home Storage Permits

1. Each department may review its policies on the availability and assignment of state vehicles on an annual basis. The purpose of this review shall be to establish vehicle policies which most effectively meet with operational needs of the department.
2. Departments may only issue Vehicle Home Storage Permits that are essential, or cost-effective, and meet criteria established by the Department of General Services.
3. State vehicle assignments for new employees or for changes in assignments or work status shall be determined pursuant to paragraph B.
4. Employees provided vehicle home storage permits shall not have their permits arbitrarily or capriciously revoked or amended. For the purposes of this section, a legitimate operational need is not considered arbitrary or capricious.

C. Vehicle Equipment

1. All motor vehicles which are owned and maintained by departments other than General Services or vehicles that are assigned monthly to departments from the Department of General Services and utilized by Unit 7 peace officers and field investigator personnel shall be equipped with first aid kits and emergency flares.
2. State garages housing pool vehicles assigned and maintained by General Services shall make available for use by Unit 7 peace officers and field investigator personnel, on request, first aid kits and emergency flares. These kits and flares shall be returned to General Services when the motor vehicle is checked in.

D. Vehicles – Department of Justice

It is understood that no condition of this Contract relating to home storage permits prohibits the Department of Justice from exercising discretion in issuance, renewal, suspension, or revocation of the home storage permit of any employee for CSLEA.

Annual review for renewal of home storage permits by the Department of Justice management for Special Agents and Special Agent Supervisors who do not have a home telephone or whose commute mileage exceeds the limitations set by the Department of Justice will result in denial.

E. Vehicles –Department of Managed Health Care

Department of Managed Health Care agrees to make best efforts to obtain funds, to either purchase or lease vehicles for the investigators. Consistent with State policy, the department will consider issuing home storage permits.

F. Renewal of Class C Commercial Drivers Licenses and Medical Qualification Examination – California Conservation Corps (CCC)

1. The State shall allow Conservationists required to renew a required Drivers' License up to four (4) hours of paid time off in order to renew their required License.
2. In addition, the State shall allow conservationists required to renew their required Medical Qualification Examination up to four (4) hours of paid time off in order to attend the appointment.

## 18.4 Drive Tests

A. A Licensing Registration Examiner shall not be required to administer a drive test in a passenger or commercial vehicle that poses a health and safety risk to either the examiner or to the applicant. Examples that pose health and safety risks include but are not limited to:

1. The passenger vehicle has one (1) or more bald tires, or if the commercial vehicle has one (1) or more bald steering tires, or two (2) bald tires side by side.
2. The vehicle has an improperly functioning horn, or the horn does not work.
3. A passenger door does not open or close and latch properly from the inside or outside of the vehicle.
4. A glove compartment door is hanging in such a position as to cause an injury in the event of a sudden stop.
5. The vehicle contains explosives or hazardous material or waste.
6. The vehicle does not have a fixed passenger seat for the examiner.
7. The vehicle is not equipped with properly operating seat belts. This includes vehicles which did not originally come equipped with seat belts. Commercial vehicles (Class A and B) are not included.

8. The emergency/parking brake handle or pedal does not set and release.
  9. The windshield wipers are not in proper working order if at the time of the drive test the weather conditions require their use.
- B. The Department of Motor Vehicles (DMV) and the California Statewide Law Enforcement Association (CSLEA) agree to form a Joint Labor Management Work Group (JLMWG) – whose focus would be to develop a recommendation regarding the conditions prohibiting or postponing driving tests as provided in Section 9.030 of the DMV’s Driver License Manual. The recommendation would be submitted to the Director and Field Operations Division (FOD) Deputy Director.
1. The JLMWG will be comprised of no more than two management and two CSLEA representatives. More representatives can be included upon mutual agreement of the DMV and CSLEA.
  2. The JLMWG will begin no more than 180 days after ratification of the contract and will end no later than 180 days after the first JLMWG meeting.
  3. The recommendation will be submitted to the Director and FOD Deputy Director. In the event a joint recommendation cannot be submitted, CSLEA may submit its own recommendation to the Director and FOD Deputy Director.
- C. LRE’s shall not be disciplined based solely upon pass/fail rates.
- D. The department shall require a DL 62, dated within 6 months from the date of exam, for customers that fail to meet the vision acuity standard except for the following:
- Customers with a long-standing, static vision condition (including monovision) are not required to obtain a DL 62 for subsequent renewals if the customer meets the vision screening standard in the better eye. A customer with a stable vision condition is referred to a vision specialist when the department has no previous knowledge of the vision conditions.
- E. The department agrees to adhere to the policies articulated in the following memoranda:
1. Drive Test Scheduling, 11/3/99 (see Attachment C).
  2. Second drive test on same day of a drive test failure, 11/3/00 (see Attachment D).

## **18.5 Joint Labor/Management Committee**

- A. The State employer and CSLEA agree to the continuation of a Joint Labor/Management Committee for each department represented in Unit 7.
- B. The purpose of the department committee is to meet upon mutual agreement, but no less than every six (6) months, to study specific department issues as enumerated in the Contract as well as other items of mutual concern. The committee shall normally include three (3) employee members from CSLEA and an equal number from the State. Participation can be altered by mutual agreement. Employee representatives should be representative of the classification and/or job task to be discussed. The committee will make non-binding recommendations to the State employer or designee.
- C. Participation on the committee shall be subject to the operating needs of the department and without loss of compensation. CSLEA and the State by mutual agreement can, in those departments with less than a substantial number of employees, modify the committee representation.

## **18.6 Seasonal Lifeguard Employment**

- A. The State Employer agrees to consider service credits as one means of recalling seasonal lifeguards. Other considerations for seasonal lifeguard recall shall be annual performance test, evaluations, on-the-job performance, employee availability, and desire to be recalled.
- B. The Department of Parks and Recreation may hire employees in seasonal lifeguard classifications on Actual Time Worked (ATW) basis.

## **18.7 Nepotism**

- A. No employee shall use their personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations referenced above are either:
  - 1. Working in a small unit or close quarters in association with one another; or
  - 2. Working for the same supervisor; or
  - 3. Having a direct or indirect supervisor/subordinate relationship.
- B. Personal relationships include, but are not limited to, associations with individuals by blood, adoption, marriage, and/or cohabitation; e.g., spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepparent, stepchild, stepbrother, stepsister, half-sibling, and two (2) people living together outside of marriage.

- C. The parties recognize that there are many situations in State service where two (2) individuals who have a personal relationship may appropriately be allowed to work in the same program, activity, or location without adverse impact. However, in circumstances where the work of the unit or its employees, or the safety and morale of the employees in the unit, or the fair and impartial supervision and evaluation of employees is demonstrably adversely affected by a personal relationship, the affected employees may be accommodated by the assignment or reassignment of one or the other to the next reasonable available vacancy in the employee's classification.
- D. Alleged violations of this section shall be grievable to the fourth (4<sup>th</sup>) level.

### **18.8 Timely Payment of Wages**

- A. When a permanent full-time or permanent part-time employee does not receive a pay warrant on the normally scheduled payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
  - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work-days after payday for an amount approximating the actual net pay (gross salary less deductions) in accordance with departmental policy.
  - 2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than eighty percent (80%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than two (2) salary advances per calendar year may be issued under these circumstances.
  - 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to ensure voluntary deductions (e.g. credit union deductions, or union dues) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.
- E. Overtime pay warrants, travel, per diem and expense claims shall be made available to the employee within thirty (30) days following submission and approval.

## **18.9 Child Care**

The State may provide the use of State facilities for childcare centers which may include a rental/lease agreement.

## **18.10 Legal Service Plan**

The State agrees to continue the State's legal service plan for all Unit 7 employees.

## **18.11 Home Office Inspection**

Unit 7 employees who maintain a home office shall not be subject to a home inspection without at least twenty-four (24) hours' notice. In no case shall a visit or inspection be conducted without the presence of the employee.

This section shall not apply when the employer has initiated a formal internal affairs or criminal investigation involving the employee and a visit to the home is part of and within the normal course of that investigation. This section, however, does not eliminate or alter the need to obtain a search warrant if a search warrant would be otherwise required.

## **18.12 Limits on 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 CSLEA represented employees.

This section will be subject up to the CalHR level of the formal grievance process and will not be arbitrable.

## **18.13 LRE Work Space and Time Allocation**

The State shall provide LRE's with work/desk space and equipment necessary to complete their work. When operationally feasible, this workspace shall be away from customers and other distractions. When a supplemental driver performance evaluation has been completed, the LRE shall be allowed to complete the summary in accordance with DMV DPE/SDPE policies.

## **18.14 Miscellaneous Classification Studies**

The Department of Fish and Wildlife and CSLEA will form a Joint Labor Management Task Force to analyze and explore updating the Oil Spill Prevention Specialist (Class Code 7851).

The Department of State Lands and CSLEA will form a Joint Labor Management Task Force to analyze and explore updating the Marine Safety classification (Class Codes 8880, 8889, 8893).

The Department of Consumer Affairs and CSLEA will form a Joint Labor Management Task Force to analyze and explore updating the classes of Field Representative, Board of Funeral Directors and Embalmers (Class Code 8886) and Structural Pest Control Board Specialists (Class Code 8831).

If the JLMTF present findings in support of a classification action, the Department will submit the requisite package to CalHR, and the state will meet with CSLEA within 90 days of receipt of the classification package to discuss next steps.

### **18.15 Classification Project – Firefighter series and Firefighter/Security Officer**

The state and the Departments of Veterans Affairs (CalVet), Department of Parks and Recreation and the Military Department agree to analyze and explore the bifurcation of the existing Firefighter/Security Officer (class code 8990) into separate classifications.

In addition to reviewing the firefighter duties from class code 8990, the state also agrees to review and analyze the Firefighter classification (class code 8979) and consolidate the duties and responsibilities. Further, the state will evaluate the creation of Fire Captain and Fire Engineer classifications.

The state will provide a status update to CSLEA within six months after ratification of the MOU with the goal of completing the review and analysis no later than December 2024.

### **18.16 MOU Accessibility**

In order to be in compliance with the California Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines, modifications may need to be made to the formatting of the memorandum of understanding (MOU). These modifications will not change the intent of the language, nor will they be substantive in nature. Examples of formatting changes that will be needed:

- A. Table headers to make the table accessible for screen readers.
- B. Section Outline format: A., 1., a., (1)

### **18.17 Late Dock**

- A. Notwithstanding Section 18.8 (Timely Payment of Wages), departments may elect to proceed as follows as it pertains to “late docks”.
  - 1. Whenever an employee is charged with a “late dock” as defined by the State Controller’s Office (SCO) for the purpose of issuing salary through the negative payroll system, departments may issue the employee’s paycheck for that period as if no late dock occurred. This means that:

- a. The employee will receive a regular pay warrant on pay day (unless it would have been withheld for purposes other than the late dock);
  - b. The employee will be overpaid, since the dock time will not have been deducted from the employee's pay check; and,
  - c. The employee's pay will be adjusted for any dock time occurring before the SCO cutoff date, since late docks occur on or after the cutoff date established by SCO.
- B. Employees who are overpaid because of paragraph 1 above, will repay the State for their overpayment by an automatic payroll deduction of the total amount from their next month's pay check/warrant (or successive warrants where needed to satisfy the debt). Departments shall notify employees about the overpayment and the automatic payroll deduction in writing at the time the determination is made. The absence of said notification will not preclude the department from automatically deducting overpayments as otherwise permitted by this section.
- C. Departments that elect to proceed under this section may do so on an employee-by-employee basis thereby reserving the right to issue salary advances in lieu of a regular paycheck in order to avoid an overpayment due to a late dock as the department deems prudent.
- D. If an employee separates or retires from State service before satisfying late dock overpayments as a result of this section, the State shall deduct the total amount due from any other pay owing the employee at the time of their separation or retirement.

## **ARTICLE 19 – COMPENSATION**

### **19.1 Adjustment to Pay Ranges**

- A. General Salary Increases
1. Effective July 1, 2023, all CSLEA represented classification shall receive a General Salary Increase (GSI) of 3%.
  2. Effective July 1, 2024, all CSLEA represented classifications shall receive a GSI of 2%.
  3. Effective July 1, 2025, all CSLEA represented classifications shall receive a GSI of 2%.

- B. In addition to the GSI identified above, the following classifications shall receive a special salary adjustment (SSA) as follows effective July 1, 2023.

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>INCREASE AMOUNT</b>
0303	BRAND INSPECTOR	8.44%
1670	COMMUNICATIONS OPERATOR	7%
8834	INSPECTOR I, DCA	6.32%
8829	INSPECTOR, DMV <b>RANGE A</b> only	3.84%
8758	LICENSING REGISTRATION EXAMINER, DMV	5%
0985	LIFEGUARD (PERMANENT INTERMITTENT) (See also 19.27)	6.5%
0993	LIFEGUARD I (SEASONAL) (See also 19.27)	6.5%
0990	LIFEGUARD II (SEASONAL) (See also 19.27)	6.5%
0823	LIVESTOCK INSPECTOR <b>RANGE A</b> only	8.44%
0108	MEASUREMENT STANDARDS SPECIALIST I <b>RANGE A</b> only	6.95%
0995	POOL LIFEGUARD	6.5%
0994	POOL LIFEGUARD -SEASONAL-	6.5%
1663	PUBLIC SAFETY DISPATCHER, CHP	7%
1664	PUBLIC SAFETY OPERATOR, CHP	7%
1960	SECURITY OFFICER I, DOJ	5%
8611	SPECIAL INVESTIGATOR ASSISTANT	4.82%

- C. In addition to the GSI identified in 19.1 A, above, the following classifications shall receive a special salary adjustment (SSA) at the maximum of the classification effective July 1, 2023, employees in eligible classifications who have been at the current maximum for 12 or more qualifying pay periods shall be moved to the new maximum of the range. Employees with less than 12 qualifying pay periods shall retain their salary and salary anniversary date.

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>INCREASE AMOUNT at MAX ONLY</b>
1013	AGENT, ABC	5%
8997	ARSON AND BOMB INVESTIGATOR	6.63%
8894	ARSON AND BOMB INVESTIGATOR ASSISTANT	6.63%
8989	CAPTAIN FIREFIGHTER/SECURITY OFFICER	4%
1029	CONSERVATIONIST I	5%
8188	COORDINATOR (FIRE AND RESCUE SERVICES)	2.5%
8123	COORDINATOR (RADIOLOGICAL), OES	2.5%
8115	COORDINATOR, COMMUNICATIONS, OES	2.5%
8122	COORDINATOR, LAW ENFORCEMENT, OES	2.5%
0109	CRIME ANALYST I	6.32%

CLASS CODE	CLASS TITLE	INCREASE AMOUNT at MAX ONLY
0110	CRIME ANALYST II	4%
0111	CRIME ANALYST III	4%
8466	CRIMINALIST	5%
9086	DEPUTY STATE FIRE MARSHAL	5%
9013	DEPUTY STATE FIRE MARSHAL III (SPECIALIST)	5%
2881	EMERGENCY MANAGEMENT COORDINATOR/INSTRUCTOR II, OES	2.5%
2880	EMERGENCY MANAGEMENT COORDINATOR/INSTRUCTOR I, OES	2.5%
4926	EMERGENCY SERVICES COORDINATOR	2.5%
1944	EXPOSITION PARK OFFICER <b>RANGE B</b> only	3%
8519	FIELD REPRESENTATIVE, DOJ	3%
8979	FIRE FIGHTER	4%
8990	FIREFIGHTER/SECURITY OFFICER	4%
8005	FISH AND GAME LIEUTENANT (SPECIALIST)	8%
8421	FISH AND GAME WARDEN	8%
1937	HOSPITAL POLICE OFFICER (see also 19.32 from Side Letter)	5%
8593	INVESTIGATION SPECIALIST I, FTB	5%
8591	INVESTIGATION SPECIALIST II (TECHNICAL), FTB	5.72%
8610	INVESTIGATOR	5%
8460	LATENT PRINT ANALYST I	3%
8472	LATENT PRINT ANALYST II	3%
0823	LIVESTOCK INSPECTOR <b>RANGE B</b> only	3%
3930	MOTOR CARRIER SPECIALIST I, CHP	7%
1954	PEACE OFFICER I, DDS (see also 19.32 from Side Letter)	5%
8679	SCHOOL PUPIL TRANSPORTATION SAFETY COORDINATOR	5%
4429	SENIOR BRAND INSPECTOR	3%
8478	SENIOR CRIMINALIST	5%
8085	SENIOR EMERGENCY SERVICES COORDINATOR, OES	2.5%
0825	SENIOR LIVESTOCK INSPECTOR (SPECIALIST)	3%
1946	SERGEANT, STATE FAIR POLICE	3%
8524	SPECIAL AGENT SUPERVISOR, DOJ	8%
8482	SPECIAL AGENT, DOJ	8%
8612	SPECIAL INVESTIGATOR	5%
1945	STATE FAIR POLICE OFFICER	3%
1949	STATE FAIR POLICE OFFICER (SEASONAL)	3%
0983	STATE PARK PEACE OFFICER (RANGER)	8%
0992	STATE PARK PEACE OFFICER (LIFEGUARD)	8%
8410	WARDEN-PILOT, DFG	8%

## 19.2 Salary Definitions

For the purpose of salary actions affecting employees assigned to Bargaining Unit 7, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.
- B. "Step" is a five percent (5%) differential above or below a salary rate, rounded to the nearest dollar.
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges of the pay plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than ten percent (10%) 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 ten percent (10%) 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 (2) steps lower than the maximum salary rate of another salary range. Under paragraph B., one (1) step higher is calculated by multiplying the rate by 1.05. One (1) step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,300 \times 1.05 = \$2,415$ , one (1) step higher;  $\$2,415 / 1.05 = \$2,300$ , one (1) step lower).

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

## 19.3 Merit Salary Adjustment

Employees shall receive annual Merit Salary Adjustments (MSA) in accordance with Government Code Section 19832 and applicable CalHR rules. A denial of a MSA may be appealed to the third (3<sup>rd</sup>) step of Article 6 as the final level of review.

## **19.4 Payroll System**

- A. The parties agree to establish a Joint Labor Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, and design of and transition to a biweekly pay system.
- B. The committee shall be comprised of an equal number of management representatives and union representatives. The union may have one (1) representative who shall serve without loss of compensation. The committee shall meet semi-annually or more frequently as mutually agreed upon by both parties.
- C. The state provided notice on March 8, 2023, to begin discussions regarding the implementation of the California State Payroll Project. The parties agree that the MOU will not be a barrier in the implementation of the payroll system.

## **19.5 Arduous Pay Differential**

The State shall continue the "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWGs E (4C) and SE in the amount provided to excluded employees when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property).

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

- A. Non-negotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or their supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for the 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.

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

## **19.6 Bilingual Premium**

The employer agrees to compensate Unit 7 employees at the rate of two hundred dollars (\$200) per month for bilingual skills used in accordance with CalHR rules.

## **19.7 Commercial Drivers License Differential**

### **Department of Motor Vehicles**

- A. Licensing Registration Examiners (LRE) who are trained and certified by the Department to test applicants for a Commercial Driver's License (CDL) shall be eligible for a differential of eighty-five (\$85) per pay period, provided the LRE is designated by management as a CDL examiner for a specific work location. Such pay differential shall be subject to all normal state and federal deductions and retirement contributions.

- B. A CDL relief examiner shall be compensated at the daily rate of four dollars twenty-five cents (\$4.25) for each day the employee is assigned to relieve a CDL examiner. The total differential paid shall not exceed eighty-five (\$85) for any one (1) pay period.

To be eligible the CDL examiner must be trained and designated as a CDL relief examiner. The CDL differential shall be subject to all normal state and federal deductions and retirement contributions.

### **Department of Fish and Wildlife**

Effective the first day of the pay period following ratification by both parties, permanent full-time employees in the Oil Spill Prevention Specialist classification who are employed by the Department of Fish and Wildlife and are assigned to a position that is assigned to regularly operate vehicles which require an employee to maintain a Class A or B driver's license shall be eligible to receive eighty-five dollars (\$85) per month differential.

### **Department of Consumer Affairs**

Effective the first day of the pay period following ratification by both parties, permanent full-time employees in the classifications of Program Representative I, Program Representative II Specialist, and Program Representative III Specialist, who are employed by the Department of Consumer Affairs, Bureau of Automotive Repair's Forensic Documentation Laboratory, and are assigned to a position that is assigned to regularly operate vehicles which require an employee to maintain a Class A or B driver's license shall be eligible to receive eighty-five dollars (\$85) per month differential

### **19.8 Public Safety Dispatcher-In-Charge Differential/Communication Operator in Charge Differential – Department of State Hospitals, California Highway Patrol and Department of Parks and Recreation**

- A. Public Safety Dispatcher and Communications Operator who are selected to perform the duties of a Public Safety Dispatcher-in-Charge or a Communications Operator-in-Charge shall receive a one (1) step differential for each hour required to perform the duties of a Public Safety Dispatcher-in-Charge or Communications Operator-in-Charge.
- B. The department shall establish the selection and training criteria for the implementation of this program.
- C. Notwithstanding any provision in this agreement, the provisions of this section shall be grievable up to Step 3 of the grievance procedure.
- D. Any Public Safety Dispatcher or Communications Operator who desires not to be considered as a Public Safety Dispatcher-in-Charge or Communications Operator-in-Charge may submit a memorandum to their management expressing

this desire. Management will honor the employee's request not to perform such duties until such time as the memorandum is withdrawn.

- E. The parties agree to meet and confer during the life of the agreement to discuss the possible expansion of the differential program within the Communication Centers or Emergency Command Centers' operations.

### **19.9 Diving Pay**

Incumbents in classifications eligible to receive diving pay shall receive the differential at the rate of nine dollars (\$9.00) per diving hour. Upon departmental approval, new classes may be added to the eligible list and employees meeting the diving pay criteria will be so compensated.

Effective the first day of the pay period following ratification by both parties, the rate of \$9.00 will be increased to \$25.00 per diving hour. Payments made pursuant to this section will not be considered as compensation for retirement purposes.

### **19.10 Employee Recognition and Morale Program – Franchise Tax Board**

- A. The Franchise Tax Board agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or group of employees for outstanding contributions on the job. All Bargaining Unit 7 employees are eligible for recognition under the program.
- B. 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 (\$50) per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.
- C. The Director, Franchise Tax Board, or designee will develop the criteria for granting recognition.
- D. This section is not subject to Article 6 of this contract.

### **19.11 Differential – Fire Fighter Lead Person Assignments**

- A. Differential - Departments of Developmental Services and State Hospitals
  - 1. When a Fire Fighter assumes and is later approved or assigned to work in a lead capacity with immediate responsibility for fire or emergency services, the firefighter will be paid two dollars and fifty cents (\$2.50) per hour pay differential for all hours so assigned. Only those Fire Fighters who have a minimum of three (3) years of service as a Fire Fighter or the written approval of the Fire Chief are eligible for lead assignments.
  - 2. A Fire Chief shall be considered off duty at all times other than:

- a. Their scheduled forty (40) duty hours per week (excluding holidays, vacation, or sick time); and/or
- b. When they are called out to supervise a fire scene or other incident within the jurisdiction of the fire department.

**B. Differential - Department of Parks and Recreation and Military Department**

1. When a Captain or designated supervisor is off duty or does not respond to provide supervision at a fire scene or other emergency and a Firefighter/Security Officer or Fire Fighter assumes and is later approved to work in a lead capacity with immediate responsibility for fire or emergency services, they will be paid two dollars and fifty cents (\$2.50) per hour pay differential for all hours so assigned. Only those Firefighters/Security Officers and Fire Fighters who have a minimum of three (3) years of service as a fire fighter or the written approval of the Superintendent or Fire Chief are eligible for lead person assignments.
2. A Captain or designated supervisor shall be considered off duty at all times other than:
  - a. Their scheduled work period (excluding holidays, vacation, or sick time), and/or
  - b. When they are called out to supervise a fire scene or other incident within the jurisdiction of the fire department.

**19.12 Differential – Flight-Time**

**A. Department of Justice**

1. Any Department of Justice Special Agent or Special Agent Supervisor who pilots an aircraft or acts as a pilot in charge of an aircraft shall receive a salary differential equivalent to two (2) steps for each pay period during which the agent pilots an aircraft for five (5) days or more.
2. Department of Justice Special Agents and Special Agent Supervisor may qualify for flight-time differential regardless of status or length of service.
3. Any Special Agent or Special Agent Supervisor, once designated as an observer shall retain that designation for purposes of insurance, even while not on flight duty until such time that the agent is no longer part of the program.

## B. Department of Parks and Recreation

1. Any Unit 7 peace officer who is certified and assigned full-time as a pilot in command in the Department of Parks and Recreation flight program shall receive a salary differential equivalent to two (2) steps while so assigned.
2. Unit 7 peace officers participating in the flight program shall be determined by the Department of Parks and Recreation.

## 19.13 Canine Care Differential

### A. Department of Justice

1. This section applies to Special Agents and Special Agent Supervisors employed by the Department of Justice and assigned as "Canine Handlers".
2. The canine is the property of the Department of Justice (DOJ).
3. The housing of and the time spent in the use, care and maintenance of the canines are subject to the Department's operational needs and management controls.
4. Seniority will not be a criterion in filling the voluntary assignment of canine handler.
5. The canine handler assignment is for a minimum of three (3) years. Exceptions to a three (3) year assignment (due to operational needs, employee hardship, canine problems, disciplinary circumstances, budget constraints, etc.) will be decided by management on a case-by-case basis.
6. The canine handler will work the same work week as Special Agents/Special Agent Supervisors except as noted in this agreement.
7. Time spent by the canine handler for work in narcotic interdiction (through use of a canine or otherwise), law enforcement canine training/retraining, or related law enforcement work (i.e. typical agent duties, etc.), is compensable at the handler's normal rate of pay or overtime rate of pay as applicable.
8. Canine Care
  - a. Canine care is considered to mean bathing, brushing, exercising, feeding, grooming, related cleaning of the dog's kennel or transport vehicle, and similar activities performed by the canine handler. Care also includes time spent in administering vitamins, drugs, or medicine necessary to maintain the health and care for illness of the canine and/or medicine necessary to maintain the health and care for illness of the canine and/or transporting the canine to and from an animal hospital or veterinarian.

- b. The established standard amount of time for canine care will average one-half ( $\frac{1}{2}$ ) of an hour per day, seven (7) days a week. Any time needed to care for the canine in addition to this standard three and one-half ( $3\frac{1}{2}$ ) hours per work week must be justified to and approved by management in advance.
  - c. Normally the canine care as described in item 2. above will be completed during the normal forty (40) hour work week. The three and one-half ( $3\frac{1}{2}$ ) hours per week necessary for canine care will be part of the canine handler's work week. A handler may be scheduled for a seven and one-half ( $7\frac{1}{2}$ ) hour workday, using the one-half ( $\frac{1}{2}$ ) hour for canine care to complete an eight (8) hour day for five (5) days of the work week. The additional canine care time, for that week, of one (1) hour will be compensated as overtime. Further, if management has approved canine care time in addition to the three and one-half ( $3\frac{1}{2}$ ) hours (e.g., for an emergency trip to and from a veterinarian or animal hospital), management has the right to flex the handler's work schedule in order to avoid overtime.
9. Subject to management's advance approval, DOJ will purchase, arrange for direct billing to the Department, reimburse the handler, or whatever is deemed the most cost-effective method of payment for DOJ by management, for the following:
- a. A doghouse and fencing materials for a small kennel area at the handler's residence,
  - b. Rubber mats, a cage, and other items necessary to ensure the safe transportation of the canine within the handler's assigned State vehicle,
  - c. Veterinarian costs,
  - d. Miscellaneous items such as a leash, collar, water/food bowls, grooming aids, medicines, vitamins, bedding materials, etc.,
  - e. Food, and
  - f. Before obtaining any canine related items not specified herein, the handler shall have management's approval.

#### B. State Hospitals

- 1. When unit 7 peace officers with the Department of State Hospitals are assigned to canine duties, those officers shall receive a five percent (5%) per month canine differential.
- 2. The employer shall continue to provide canine officers one (1) hour for each day for on-duty canine care and maintenance. If the care and maintenance

cannot be performed during the hours of the officer's normally assigned shift, the one (1) hour care and maintenance time shall be compensated as overtime.

3. For purposes of this section, canine care and maintenance includes feeding, exercising, bathing, brushing, grooming, training, cleaning of the canine's kennel or transport vehicle, and administering vitamins, drugs, or other medicines to maintain the health and care for the illness of the canine. Officers shall receive overtime compensation for transporting the canine to and/or from veterinarian care if such care cannot be provided while on duty. It is the responsibility of the officer to immediately notify management to receive approval for overtime incurred.
4. The five percent (5%) canine differential shall include full compensation for all canine care and maintenance performed while the officer is off duty, including for days off, disability, vacation, training or other authorized absences.

#### C. Parks and Recreation, Department of Fish and Wildlife and CAL FIRE

Unit 7 peace officers in the Department of Parks and Recreation and Department of Fish and Wildlife who are assigned to canine duty on a regular basis where canine duty constitutes the main assignment and occupies a minimum of fifty percent (50%) of the employee's time; and the employee possesses a Canine Handler Certificate issued by the Department and continues to meet the program standards upon which the certification was issued shall receive a canine differential, while so assigned. The differential shall be three hundred and fifty-seven dollars (\$357) per month and shall be full compensation for all canine care performed outside the regular work hours and workweek.

Canine care, for purposes of this section, includes feeding; exercising; bathing; brushing; grooming; training; cleaning of the canine's kennel or transport vehicle; administering vitamins, drugs, or medicine necessary to maintain the health and care for illness of the canine; and similar activities performed by the canine handler. Officers shall receive overtime compensation for transporting the canine to and/or from an animal hospital or veterinarian for either emergency or non-emergency care if the transporting cannot be done during the officers' regularly assigned work hours. It is the responsibility of the officer to immediately notify management to receive approval for overtime incurred.

The established standard amount of time for canine care will average one-half ( $\frac{1}{2}$ ) hour per day, seven (7) days a week. This includes time for canine care on the canine handler's days and time off. Any time needed to care for the canine in addition to the three and one-half ( $3\frac{1}{2}$ ) hours per workweek must be justified.

Effective the first day of the pay period following ratification by both parties, and upon assignment of the canine, CAL FIRE Arson and Bomb Investigators are eligible to receive the Canine Care Differential pursuant to all provisions provided

in Section 19.13 C.

#### D. Department of Developmental Services

1. When unit 7 peace officers with the DDS are assigned to canine duties, those officers shall receive a five percent (5%) per month canine differential. The canine is the property of the Department of Developmental Services (DDS).

#### 2. Canine Care

a. Canine care is considered to mean bathing, brushing, exercising, feeding, grooming, related cleaning of the dog's kennel or transport vehicle, and similar activities performed by the canine handler. Care also includes time spent in administering vitamins, drugs or medicine necessary to maintain the health and care for illness of the canine and/or medicine necessary to maintain the health and care for illness of the canine and/or transporting the canine to and from an animal hospital or veterinarian.

b. The established standard amount of time for canine care will average one half (1/2) of an hour per day, seven (7) days a week.

The three and one-half (3 1/2) hours per week necessary for canine care will be part of the canine handler's work week. Further, exigent circumstances that require a canine handler to work outside of the forty-hour work week (e.g., not regular canine care such as an emergency trip to and from a veterinarian or animal hospital), management may compensate the canine officer at one and one-half (1 1/2) times the hourly rate.

3. The differential shall include full compensation for all canine care and maintenance performed while the officer is off duty, including days off, disability, vacation, training, or other authorized absences.

4. Seniority will not be criterion in filling the voluntary assignment of canine handler.

5. The canine handler assignment is for a minimum of three (3) years. Exceptions to a three (3) year assignment (due to operational needs, employee hardship, canine problems, disciplinary circumstances, budget constraints, etc.) will be decided at the sole discretion of the Officer of Protective Services Chief or designee on a case-by-case basis.

6. Canine handlers will be assigned a 5/8 schedule, Monday through Friday. The Canine Handler may be required to work variable hours based on crime and contraband trends throughout the facility. Shift assignments may be based on departmental needs as determined through current criminal activity trends. The scheduled hours may be altered for operational needs by the

Canine Supervisor, Canine Lieutenant, OPS Commander or the on-duty Watch Sergeant.

7. DDS will purchase and/or reimburse the handler (emergency situation), for the following:
  - a. A doghouse and fencing materials for a small kennel area at the handler's residence,
  - b. Rubber mats, a cage, and other items necessary to ensure the safe transportation of the canine within the handler's assigned State vehicle.
  - c. Veterinarian costs.
  - d. Miscellaneous items such as a leash, collar, water/food bowls, grooming aids, medicines, vitamins, bedding materials, etc.,
  - e. Food
8. Handler will obtain management approval prior to obtaining any canine related items not specified herein.

#### **19.14 Differential – Mounted Patrol – Cal Expo**

Unit 7 employees at Cal Expo, when designated by Cal Expo, shall receive a daily rate differential of twenty dollars (\$20) for performing mounted patrol duties, subject to all appropriate payroll deductions, for each day that the employee functions as a member of the mounted patrol.

#### **19.15 Differential – Night Shift**

- A. Employees in classifications listed in paragraph (C) below who regularly work shifts shall receive a one dollar (\$1.00) per hour night shift pay differential as set forth in section (B) below.

Effective the first day of the pay period following ratification by both parties, the rate is increased to \$1.75.

- B. Employees shall qualify for the night shift pay differential where four (4) or more hours of their regularly scheduled work shift falls between 6 p.m. and 6 a.m.

C. The following classes are eligible for night shift differential:

<b>CLASSIFICATION TITLE</b>	<b>CLASS CODE</b>
Communications Operator	1670
Conservationist I	1029
Conservationist II	1003
Crime Analyst I	0109
Crime Analyst II	0110
Crime Analyst II	0110
Criminalist	8466
Emergency Notification Controller, Office of Emergency Services	8116
Emergency Services Coordinator, Office of Emergency Services	4926
Firefighter/Security Officer, Yountville - Department of Veterans' Affairs	8990
Hospital Police Officer	1937
Inspector, DMV	8829
Latent Print Analyst I	8460
Latent Print Analyst II	8472
Marine Terminal Safety Inspector	8880
Motor Carrier Specialist I	3930
Museum Security Officer	1992
Peace Officer I, Developmental Center	1954
Public Safety Dispatcher/CHP	1663
Public Safety Operator/CHP	1664
Security Officer I, Department of Justice	1960
Senior Criminalist	8478

<b>CLASSIFICATION TITLE</b>	<b>CLASS CODE</b>
State Park Peace Officer (Lifeguard)	0992
State Park Peace Officer (Ranger)	0983
Supervising Museum Security Officer	1988

Effective the first day of the pay period following ratification by both parties, the following classifications are eligible for night shift differential consistent with this provision:

<b>CLASSIFICATION TITLE</b>	<b>CLASS CODE</b>
Exposition Police Officer	1944
Marine Safety Specialist I	8889

### **19.16 Professional Competency Pay – Franchise Tax Board**

- A. Subject to the criteria listed in section C., a Franchise Tax Board permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.
1. 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.
  2. 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.
- B. Effective the first day of the pay period following ratification by both parties, subject to the criteria listed in section C, a permanent full-time Franchise Tax Board employee who has achieved the Certified Fraud Examiner (CFE) Examination and the Certified Anti-Money Laundering Specialist Examination (CAMS) are eligible to receive a bonus.
1. In order to be eligible for the CFE bonus, the employee's classification must include duties that involve investigating tax fraud and tax evasion, as well as a variety of fraud schemes, including but not limited to, identify theft and

advance fee schemes, as components of their duties. Investigations should also include financial statement fraud such as underreporting income and overstating expenses.

2. In order to be eligible for the CAMS bonus, the employee's classification must include duties that involve investigating cases that require the employee to track cash that originates in fraud or other crimes but has been subjected to complex financial maneuvers in order to obscure its origins. The results of the investigations may include the employee recommending criminal money laundering charges against the subjects of the investigations.

The employee must have passed the CFE or CAMS examination after November 1, 2010.

- C. The bonus shall consist of three thousand six hundred dollars (\$3,600.00) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200.00) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid twelve (12) qualifying pay periods after the employee's request and the employer's verification.
- D. An employee who transfers out of Franchise Tax Board to another State department is no longer eligible for Professional Competency Pay.
- E. A Professional Competency Bonus shall not be considered "compensation" for the purposes of retirement.

### **19.17 Recruitment and Retention Differential – Department of California Highway Patrol**

- A. Public Safety Operators (PSOs) and Dispatchers (PSDs), California Highway Patrol, assigned to the Golden Gate Communications Center, the Sacramento Communications Center, Capitol Communications Center, Monterey Communications Center, Border Communications Center, Los Angeles Communications Center, Orange County Communications Center, Ukiah Communications Center, Humboldt Communications, Chico Communications Center, Ventura Communications Center, San Luis Obispo Communications Center, and Indio Communications Center, shall receive a three hundred dollar (\$300) monthly recruitment and retention differential.

Effective the first day of the pay period following ratification by both parties, paragraph A is replaced in its entirety with Paragraphs B & C below.

- B. Effective the first day of the pay period following ratification by both parties, Public Safety Operators (PSOs) and Dispatchers (PSDs) at the California Highway Patrol (CHP), assigned to the following Communication Centers shall receive a \$300 monthly recruitment and retention differential.

Barstow Communications Center  
Capitol Communications Center  
Chico Communications Center  
Fresno Communications Center  
Humboldt Communications Center  
Indio Communications Center  
Monterey Communications Center  
Sacramento Communications Center  
San Luis Obispo Communications Center  
Ventura Communications Center  
Ukiah Communications Center

- C. Effective the first day of the pay period following ratification by both parties, PSOs and PSDs shall receive a \$750 monthly recruitment and retention differential:

Border Communications Center  
Golden Gate Communications Center  
Los Angeles Communications Center  
Orange County Communications Center

- D. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.
- E. Eligibility for the retention differential will terminate upon reassignment for any reason to any other centers not specified in this provision.

**19.18 Recruitment and Retention Differential, Department of Fish and Wildlife, Department of Parks and Recreation**

- A. Upon approval by CalHR, a department employing Unit 7 employees in the classes listed below may provide a recruitment and retention differential. Classifications which are eligible for this differential are:

<b>CLASSIFICATION</b>	<b>SCHEM CODE</b>	<b>DIFFERENTIAL</b>
Warden – Pilot	VB40	up to \$350.00
Fish and Wildlife Warden, Rg A	VB90	up to \$220.00
Fish and Wildlife Warden, Rg B	VB90	up to \$300.00
Fish and Wildlife Patrol Lieutenant (Specialist)	VB80	up to \$350.00
Lieutenant, Fish and Wildlife Patrol	VB70	up to \$350.00
State Park Ranger, Rg A	BR70	up to \$220.00
State Park Ranger, Rg B	BR70	up to \$300.00
Lifeguard, Rg A	BS40	up to \$220.00
Lifeguard, Rg B	BS40	up to \$300.00

This differential may be authorized for the specified classifications above in specific geographic locations based on the needs of the State.

- B. 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 during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.

- C. Unit 7 employees in the Department of Fish and Wildlife and Department of Parks and Recreation who are permanently headquartered and reside in any of the counties listed below shall be eligible to receive the retention incentive.

Santa Cruz

Marin

Napa

Solano

Contra Costa

Alameda

Santa Clara

San Francisco

Sonoma

San Mateo

Monterey

San Luis Obispo

Santa Barbara

Ventura

Los Angeles

Orange

San Diego

- D. Eligibility for the retention incentive will terminate upon relocation of the employee's permanent residence or reassignment for any reason to any county not listed above.
- E. It is understood by CSLEA that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments, and the amounts of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

- F. Payments made pursuant to this section will continue to be considered compensation for retirement purposes.

### **19.19 Recruitment and Retention Pay Differential Establishment**

- A. Upon having recognized the presence of recruitment and retention problems, CalHR may authorize that department(s) provide to Unit 7 employees a recruitment and retention differential for specific positions, classifications, facilities, or geographic locations. The specific criteria for approval must include consideration of operational necessity and availability of funds.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent Intermittent employees shall receive a prorated recruitment and retention differential based on hours worked in a pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department(s) or CalHR may withdraw any recruitment and retention differential authorized pursuant to this provision for specific positions, classifications, facilities, or geographic locations with a thirty (30) calendar day notice to CSLEA, and an opportunity for CSLEA to meet and confer over the impact of the decision. Any decision to withdraw authorization for such payment shall not be arbitrary or capricious.
- F. It is understood by CSLEA that the decision to implement or not implement recruitment and retention payments rests solely with the State and such decision is not grievable or arbitrable.

### **19.20 Seasonal Lifeguard – Merit Salary Adjustment**

Monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service shall be added together for a merit salary adjustment for the classes of Lifeguard I (Seasonal) and Lifeguard II (Seasonal).

Notwithstanding any other provision in law, regulation, or this contract, for the purposes of this provision, seasonal lifeguards shall be allowed to aggregate their hours in succeeding months in order to establish a qualifying pay period.

### **19.21 Differential – Special Operations Unit**

Unit 7 employees in the Department of Fish and Wildlife when designated and utilized as members of a Special Operations Unit shall receive the equivalent of a one (1) step differential above their normal hourly rate for each hour that the employee functions as a member of the team.

Payments made pursuant to this section will continue to be considered compensation for retirement purposes.

### **19.22 Differential – Motorcycle/ATV**

- A. A Department of Parks and Recreation Unit 7 employee who has successfully completed the Department of Parks and Recreation Motorcycle Operations and Maintenance Course and is assigned to motorcycle or ATV patrol shall receive the equivalent hourly rate of a one (1) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger I for time assigned to motorcycle patrol. No DPR Unit 7 employee shall be assigned to motorcycle duty without having previously successfully completed the DPR Motorcycle Operations and Maintenance Course.
- B. Motorcycle differential shall be paid in four-hour increments; eight (8) hours maximum for employees on a 5/8/40 schedule, ten (10) hours maximum for employees on a 4/10 schedule. Any hours beyond the eight (8) or ten (10) hour maximum shall be based on an hour-for-hour basis.
- C. "Assigned" includes any time actually operating or specifically directed to operate a motorcycle or ATV. "Assigned" does not include leave time such as sick leave, vacation, etc.
- D. Differential payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date. Certification occurring after the deadline date may result in a delayed payment to the following pay period.

### **19.23 Differential – Department of Justice – Task Force Commander**

Special Agent Supervisors who serve as Task Force Commanders shall receive a salary differential of two hundred fifty dollars (\$250) per pay period. This differential is specific to the assignment and regardless of the reason an employee leaves the assignment (rotation of assignments, employee requested transfer, disciplinary actions, etc.) the differential shall not continue once the employee is no longer assigned as a Task Force Commander.

For the purposes of this differential the criteria for Task Force Commander designation:

1. Task force must be formulated under the authority of a formal MOU.
2. Must be a multi-agency task force.
3. Must be overseen by a formally established executive policy board.
4. Task Force Commander must be delegated overall formal operational/administrative supervisory responsibility for task force.

The Task Force Commander differential shall not be considered as compensation for purposes of retirement contributions.

#### **19.24 Training Officer Pay Differential Establishment**

- A. Upon having recognized that a classification concept does not adequately recognize the added value for serving in a training officer/instructor capacity, CalHR may authorize that department(s) provide Unit 7 employees a training officer differential for specific positions, classifications, facilities, or geographic locations. In authorizing training officer pay, CalHR shall consider the availability of funds.
- B. The specific criteria shall specify the circumstances and the additional compensation that the employees are entitled.
- C. It is understood by CSLEA that the decision to implement or not implement training officer payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the state and such decision is not grievable or arbitrable.
- D. This section applies only to the training officer pay differentials established after the adoption of this Memorandum of Understanding.

#### **19.25 Differential – Training Officer**

- A. It is the intent of the employer to apply this program as operational needs arise, to not manipulate the qualifying hours of a designated training officer for the sole purpose of avoiding the differential qualification, and to make training officer designations in departments when and where designation is appropriate.
  - 1. Training Officer Differential does not apply to situations where an experienced or skilled worker is required to informally impart their knowledge to a newly hired or less experienced employee.
  - 2. Employees in classifications that include lead or supervisory responsibilities in the State Personnel Board classification specifications shall not receive Training Officer Differential.
  - 3. Training Officer Differential payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date of their department. Certification occurring after the deadline date may result in a delayed payment to a following pay period.
- B. In conjunction with letter (A) above, an employee when designated and utilized by management in a training capacity to train new employees and/or retrain existing employees shall receive:
  - 1. Department of Justice – Special Agent or Special Agent Supervisor

- a. A one (1) step differential in salary for each pay period provided the designated Special Agent or Special Agent Supervisor is assigned a trainee or assigned to the DOJ Advanced Training Center on a daily basis, eight (8) hours a day, for eleven (11) full workdays. Notwithstanding item (A) (2) of this section, Special Agent Supervisors shall be eligible for this differential when assigned a trainee or to the DOJ Advance Training Center on a daily basis, for the requisite eleven (11) full workdays.
- b. A Special Agent or Special Agent Supervisor who receives this differential shall be involved in evaluating the job effectiveness of the trainee.

2. Department of Justice – California Criminalistics Institute

Effective the first day of the pay period following ratification by both parties, the Latent Print Analyst I, Latent Print Analyst II, and the Questioned Document Examiner are added to this section.

- a. A 2.5% differential in salary for each pay period provided the designated Criminalist, Senior Criminalist, Latent Print Analyst I/II or Questioned Document Examiner who is assigned to the Department of Justice, Bureau of Forensic Services (BFS), California Criminalistics Institute (CCI) less than forty (40) hours during the pay period.
- b. A one (1) step differential in salary for each pay period provided the designated Criminalist, Senior Criminalist, Latent Print Analyst I/II or Questioned Document Examiner who is assigned to the Department of Justice, Bureau of Forensic Services (BFS), California Criminalistics Institute (CCI) for forty (40) hours or more during the pay period.

3. Department of Motor Vehicles

- a. Licensing Registration Examiners designated and utilized as training officers in a formal classroom setting shall receive the differential pay. A one (1) step differential in salary for each pay period, provided the employee functioned in a training officer capacity for eleven (11) full working days or its equivalent during that pay period.
- b. Investigators when designated and utilized by management in a training capacity role as Field Training Officers, Rangemasters, or Defensive Tactics Instructors shall receive a one (1) step differential in salary for each hour in the instructor capacity.

4. Department of Fish and Wildlife

When designated and utilized as Firearm Instructor, Arrest and Control Instructor, First Aid Instructors, CPR Instructors, Warden Orientation Instructors, or as a Field Training Officer the equivalent hourly rate of a one (1) step differential above the equivalent hourly salary rate of the maximum

step of a Fish and Wildlife Warden for each hour that the employee functions in an instructor capacity.

5. California Highway Patrol

While functioning in a training officer capacity, the following rates are:

Public Safety Operator	One (1) Step differential for each hour served in such capacity
Public Safety Dispatcher	One (1) Step differential for each hour served in such capacity
Motor Carrier Specialist I	One (1) Step differential for each hour served in such capacity

6. Parks and Recreation

- a. State Park Peace Officers – Rangers and Lifeguards, when designated by management in an instructor capacity to train new employees and/or existing employees at formalized training at Asilomar such as interpretation or resource management, shall receive the equivalent hourly rate of a one (1) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Peace Officer Ranger for each hour that the employee functions in an instructor capacity.
- b. State Park Peace Officers – Rangers and Lifeguards, when designated by management in an instructor capacity to train new employees and/or existing employees in defensive tactics, firearms (instruction and/or inspection), Public Safety First Aid (PSFA), Conducted Energy Weapon (CEW), Driving or Use of Force/Strategic Communications, shall receive the equivalent hourly rate of a two (2) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Peace Officer Ranger for each hour that the employee receives regular compensation on a day that the Ranger or Lifeguard is assigned to provide training for the full-shift or any portion of the shift.
- c. Employees who are designated as a Cadet Field Training Officer (FTO) shall be involved in training and evaluating the job effectiveness of a newly appointed peace officer. Unit 7 peace officers participating in the FTO program shall be determined by the Department of Parks & Recreation. Employees shall wear insignia provided by the Department while serving as an FTO. A Unit 7 peace officer who is trained, certified, and assigned for a full-shift or any portion thereof with the newly appointed peace officer as an FTO shall receive the equivalent hourly rate of a two (2) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Peace Officer Ranger for each hour that the employee receives compensation on that training day.

Employees participating in the FTO program shall not be subject to the shift and days off bidding system nor be approved for vacation for the period while serving as an FTO. While serving as an FTO, an employee who is eligible may apply for lateral transfers during this period; however, the effective date of the transfer shall be subject to completion of the FTO assignment.

- d. Effective the first day of the pay period following ratification by both parties, Communication Operators that are POST certified as a Communications Training Officer, and when designated and utilized by management in a training officer capacity, shall receive a one (1) step differential for each hour assigned as a training office.

7. Department of Insurance – Fraud Investigators

Fraud Investigators, Department of Insurance, when designated and utilized by management in a training capacity to train new employees and/or retrain existing employees shall receive a one (1) step differential in salary for each hour the designated Fraud Investigators function in an instructor capacity.

8. Department of Alcohol Beverage Control – Agent, ABC

Agent, Alcohol Beverage Control (ABC), when designated and utilized by management in an instructor capacity to train new employee(s) and/or provide in-service training to existing employee(s) shall receive a one (1) step differential in salary for each hour the designated functions in an instructor capacity. Examples of instructors includes but are not limited to: Field Training Officer (FTO), firearms, defensive tactics, use of force, force options, EVOC, less than lethal shotgun, conducted energy device, (taser), de-escalation, lifetime fitness/physical fitness, tactical communication, crisis intervention, and racial profiling/biased based policing. More than one Agency may be designated and utilized by management in the instructor capacity.

9. Department of Consumer Affairs – Investigator (Peace Officer)

An Investigator who is designated and utilized by management as a Field Training Officer (FTO) shall receive a one (1) step salary differential for each pay period, provided the Investigator functioned in a formal FTO capacity for eleven (11) full working days or its equivalent during that pay period.

An Investigator who is designated and utilized by management in a training capacity for firearms, defensive tactics, and/or use of force shall receive a one (1) step differential in salary for each hour assigned as an instructor.

10. Department of State Hospitals (DSH) and Department of Developmental Services (DDS).

- A. When a DSH Hospital Police Officer or DDS Peace Officer I is assigned and utilized by management as a Field Training Officer (FTO) or in any other training capacity (including but not limited to, Range Master, Weaponless Defense, CPR, OC/Baton, Area Extraction, Report Writing, Academy, Gangs, or Strategic Communication) in accordance with department policy, they shall receive one (1) step differential in salary for each hour assigned as an instructor or FTO.

Consistent with paragraph a, FTO differential does not apply to situations where an experienced or skilled worker is required to informally impart their knowledge to a newly hired or less experienced employee.

- B. Effective the first day of the pay period following ratification by both parties, Communication Operators who have been POST certified as a Communications Training Officer, and when designated and utilized by management in a training officer capacity, shall receive a one (1) step differential for each hour assigned as training officer.

#### 11. Franchise Tax Board – Investigation Specialist I/II

Effective the first day of the pay period following ratification by both parties, Investigators when designated and utilized by management in a training capacity role as Rangemasters or Defensive Tactics Instructors shall receive a one (1) step differential in salary for each hour in the instructor capacity.

#### 12. California State Lottery (CSL)

Effective the first day of the pay period following ratification by both parties, CSL Investigators, when designated and utilized by management in a training capacity as a Field Training Officers, Rangemasters, Defensive Tactics Instructors, or First Aid/CPR Instructor, to train new employees and/or retrain existing employees, shall receive a one (1) step, differential in salary for each hour the designated CSL Investigator functions in an instructor capacity.

#### 13. Department of Public Health

Effective the first day of the pay period following ratification by both parties, Investigators when designated and utilized by management in a training capacity role as Field Training Officers, Rangemasters, Defensive Tactics Instructors, Chemical Agent Instructors, Strategic Communications Instructors, First Aid Instructors, or Use of Force Instructors, shall receive a one (1) step differential in salary for each hour that the employee functions in an instructor capacity.

#### 14. Department of Cannabis Control

Effective the first day of the pay period following ratification by both parties, Investigators, when designated and utilized by management as a Field Training Officer (FTO), shall receive a one (1) step differential in salary for each pay

period, provided the Investigator functioned in a formal FTO capacity for eleven (11) full working days or its equivalent during the pay period.

An Investigator who is designated and utilized by management in a training capacity for firearms, defensive tactics, and/or use of force shall receive a one (1) step differential in salary for each hour assigned as instructor

15. Employment Development Department

Effective the first day of the pay period following ratification by both parties, an Investigator who is designated and utilized by management in a training capacity role as a Field Training Officer (FTO), Defensive Tactics Instructor, or CPR/First Aid Instructor, shall receive a one (1) step differential in salary for each hour in the instructor capacity.

16. Department of Social Services

Effective the first day of the pay period following ratification by both parties, when an Investigator is assigned and utilized by management as a Field Training Officer (FTO), Defensive Tactics (DTAC)/Use of Force Instructor, CPR/First Aid Instructor, or De-escalation Strategic Communications Instructor in accordance with department policy, they shall receive a one (1) step differential in salary for each hour assigned.

**19.26 Longevity Pay Differential**

Peace Officer and Firefighter Retirement Members:

- A. Upon ratification, Bargaining Unit 7 Peace Officer/Firefighter Retirement members shall be eligible to receive the monthly pay differential following completion of the years of State service as listed below:

17 & 18 years	2%
19 years	4%
20 years	5%
21 years	6%
22, 23 & 24 years	7%
25 years	9%

- B. The above percentages are non-cumulative, i.e., an employee who has been in state service for twenty (20) years is eligible for a pay differential of five percent (5%) above base salary, not the cumulative total of years seventeen (17), eighteen (18), nineteen (19) and twenty (20) [e.g. thirteen percent (13%)].



## **19.27 Recruitment and Retention Differential – Department of Parks and Recreation**

The below listed classifications shall receive a recruitment and retention differential in the amount of one hundred seventy-five dollars (\$175) per pay period:

- A. Lifeguard II/Seasonal (0990)
- B. Lifeguard (Permanent Intermittent) (0985)
- C. Lifeguard I/Seasonal (0993)

This differential shall be in addition to any differential currently being received by the above noted classifications and considered compensation for purposes in retirement.

## **19.28 Education Incentive Pay For Peace Officers/Fire Fighters (POFF)**

- A. The State agrees to pay employees who attain the POST Certificates listed below, as certified by the Department, or the appropriate college degree, as follows:
  - 1. Intermediate POST Certificate or equivalent – fifty dollars (\$50)
  - 2. AA or AS Degree- seventy-five dollars (\$75)
  - 3. Advanced POST Certificate or equivalent - one hundred dollars (\$100)
  - 4. BA or BS Degree- one hundred twenty-five dollars (\$125)

Effective the first day of the pay period following ratification by both parties, the Education Incentive Pay is increased to the following amounts:

- 1. Intermediate POST Certificate or equivalent, or AA/AS Degree
    - a. 2.5% of the employee's base pay or no less than \$120
  - 2. Advanced POST Certificate or equivalent, or BA/BS Degree
    - a. 5% of the employee's base pay or no less than \$240
- B. The Degrees must be obtained from an accredited college or university.
- C. The above educational incentives are non-cumulative. Employees are only eligible to receive the single largest incentive for which they qualify.
- D. Employees who submit proof of attainment shall begin receiving the Educational Incentive Pay effective with the first day of the pay period following the month in which proof was submitted.

### **19.29 Continuous Appropriation**

The parties agree to present to the Legislature a provision to appropriate funds to cover the economic terms of this agreement through July 1, 2023. This will maintain employee salaries and benefits in case of an untimely budget.

### **19.30 Professional Society and Organization Dues – Department of Justice**

Effective July 1, 2023, the Department of Justice (DOJ) may reimburse employees in the Criminalist, Senior Criminalist, Latent Print Analyst, and Questioned Document Examiner classifications series up to five hundred dollars (\$500) per fiscal year for fees, dues, certification, and/or renewal costs associated with membership(s) in professional organizations. Determination of appropriate organizations and any reimbursement is at the discretion of the department head or designee.

### **19.31 Range Change**

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. Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said request by 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.

### **19.32 Pay Differentials #219 and #222**

The modification below will be effective the first day of the pay period following ratification, but no earlier than September 1, 2020.

Pay Differential #219 for class code 1954, Peace Officer I, Department of Developmental Services is retitled to DDS Liaison Premium. This differential is only for employees in the classification of Peace Officer I at the Department of Developmental Services performing the duties consistent with their classification specification.

In addition, the monthly \$800 pay differential will be considered compensation and subject to PERS deductions. Part-time and intermittent employees shall receive a pro-rata share of the differential based on a total number of hours worked within the monthly pay period.

If an employee transfers to a different classification where this differential is not authorized, then the differential discontinues.

Pay Differential #222 for class code 1937, Hospital Police Officer, will be retitled to DSH Liaison Premium. This differential is only for employees in the classification of Hospital

Police Officer at the Department of State Hospitals and performing the duties consistent with their classification specification.

In addition, the monthly \$800 pay differential will be considered compensation and subject to PERS deductions. Part-time and intermittent employees shall receive a pro-rata share of the differential based on a total number of hours worked within the monthly pay period.

If an employee transfers to a different classification where this differential is not authorized, then the differential discontinues.

Effective July 1, 2023, the monthly \$800 will be incorporated into the salary range for both classifications; Peace Officer I (class code 1954) and Hospital Police Officer (class code 1937). Once the classifications have been updated incorporating this monthly pay differential amount, the pay differentials will be abolished.

### **19.33 Retention Differential – Governor’s Office of Emergency Services (CalOES)**

- A. Effective the first day of the pay period following ratification by both parties, employees in the Emergency Notification Controller (ENC) classification and assigned to the CalOES California State Warning Center (CSWC), shall receive a monthly retention differential following the completion of 12, 24 and 48 consecutive qualifying pay periods based on the following staged implementation schedule:
  - 1. Effective the first day of the pay period following ratification by both parties, employees with 12 or more consecutive qualifying pay periods will receive a 2% pay differential.
  - 2. Effective January 2024 pay period, employees with 24 or more consecutive qualifying pay periods will receive an additional 3% pay differential, for a total of 5%.
  - 3. Effective July 2024 pay period, employees with 48 or more consecutive qualifying pay periods will receive an additional 5%, for a total of 10%.
- B. ENC employees assigned to the CSWC who do not meet the above schedule, are eligible for the 2%, 3% and 5% differentials upon completion of the requisite consecutive qualifying pay periods.
- C. The employee’s eligibility to receive payments pursuant to this section requires the employee to be appointed to the ENC classification and assigned to the CSWC with CalOES for the requisite 12 consecutive qualifying pay periods as identified above.
- D. Eligible employees hired prior to the ratification date of this agreement, shall receive the amount defined above, as all consecutive time served in the eligible

classification counts towards the differential.

- E. For the purposes of counting qualifying time towards eligibility for this differential, if the employee is approved for unpaid leaves of absence, the employee will not accrue time toward the 12 consecutive qualifying pay periods, but the employee shall not be required to start the calculation of the 12 qualifying pay periods all over. For example, if an employee has worked 4 qualifying pay period, and then takes a 6 months' unpaid parental leave, the employee will have only 8 additional qualifying pay periods to complete before receiving the differential.
- F. Employees on IDL shall continue to receive this differential.
- G. There is no pro-rata share for this differential, except as identified in paragraph D above. All time must be consecutive qualifying pay periods.
- H. Payments issued under this section shall not be considered compensation for retirement purposes.
- I. Disputes regarding this retention differential shall be subject to the grievance procedures as outlined in Article 6 up to the CalHR level, which decision shall be final and shall not be subject to arbitration.

### **19.34 Pay Differentials**

Existing Pay Differential 209, DNA Pay Differential for Bureau of Forensic Services will continue to be considered compensation for retirement purposes.

Effective first of the pay period following ratification by both parties, existing Pay Differential 173, Investigator Recruitment and Retention Differential will be amended to include Solano County for the Department of Insurance

## ARTICLE 20 - ENTIRE AGREEMENT

### 20.1 Entire Agreement

- A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this 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, for the duration of the Contract.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Contract 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 during the term of this Contract 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 CSLEA 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 in Unit 7, when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a majority of Unit 7 employees by classification in a department.
2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.
3. Where CSLEA requests to negotiate with the State.

Any 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 Ralph C. Dills Act.

## **20.2 Duration**

- A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall be effective upon ratification by both the Legislature and the Union and remain in full force from July 1, 2023, through June 30, 2026.
- B. In the six (6) month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

## **20.3 Contract Modification**

Only the President of CSLEA, or his written designee, is authorized to enter into side letters or written modifications of this contract on behalf of CSLEA.

# **ARTICLE 21 – RETIREE HEALTH and DENTAL BENEFITS**

## **21.1 Prefunding of Post-retirement Health Benefits**

The State and Bargaining Unit 7 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 7; and agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

- A. Beginning July 1, 2017, the State and Bargaining Unit 7 will prefund retiree healthcare. with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:
  - 1. July 1, 2017: by 1.3 percent.
  - 2. July 1, 2018: by 1.4 percent. for a total of 2.7 percent.
  - 3. July 1, 2019: by 1.3 percent. for a total of 4.0 percent.
- B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 7 shall begin contributing immediately, unless they are not subject, as set forth above.

### C. 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.

- D. Contributions will be deposited in the designated state subaccount for BU 7 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 BU 7. 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."
- E. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or their beneficiary or survivor.
- F. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

## **21.2 Post-retirement Health and Dental Benefits Vesting**

- A. The following vesting schedule shall apply to state employees in Unit 7 first employed by the State on or after January 1, 2017.
- B. The portion of the employer contribution toward post-retirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled "Health and Dental Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to state employees who were under a service retirement.
- C. State employees as defined in A above, who become BU 7 employees after January 1, 2017, shall not receive any portion of the employer's contribution payable for post-retirement health and dental benefits unless those employees are credited with 15 years of State service as defined by law.

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

**Health and Dental Benefits Vesting**

<b>CREDITED YEARS OF SERVICE</b>	<b>PERCENT OF EMPLOYER CONTRIBUTION</b>
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

- E. This section shall apply only to state employees who retire for service.
- F. Benefits provided an employee by this section shall be applicable to all future State service.
- G. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.

**21.3 Employer Contribution for Retiree Health Benefits**

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

1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
  2. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.
- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code Section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members during the benefit year to which the formula is applied.
1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
  2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.
  3. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.
- C. State employees and annuitants in BU 7 hired on or after January 1, 2017, shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code Section 22879.
- D. This section does not apply to:
1. State employees previously employed before January 1, 2017, who return to state employment on or after January 1, 2017: and
  2. State employees on an approved leave of absence employed before January 1, 2017, who return to active employment on or after January 1, 2017.

## **SIDE LETTERS AND ATTACHMENTS**

### **SIDE LETTER 1 – Department of Developmental Services (DDS) Shifts and Days Off Scheduling**

1. Each facility operated by DDS shall permit CSLEA Unit 7 employees to bid annually for shift and days off based on seniority within their classification at the respective work location, consistent with section 7.1. The annual shift/days off bid shall occur in conjunction with annual vacation sign-up.
2. In anticipation of each annual shift bid, DDS agrees to meet and consult with employee representatives at each facility relative to the need and duration of a shift rotation. After such consultation, DDS reserves the right to implement a rotation policy consistent with the facility's operational need.
3. DDS reserves the right to identify training assignments which shall be exempt from post and bid. DDS shall provide written notification to CSLEA as to designate training assignments and shall articulate the basis for such assignment. CSLEA reserves the right to grieve the propriety of DDS' designation and/or duration of training assignments.
4. DDS reserves the right to designate specialty positions which shall be filled based on employees' skills and abilities. DDS shall provide written notification to CSLEA as to designated specialty assignments and shall articulate the basis for such assignment. CSLEA reserves the right to grieve the propriety of DDS' designation and/or duration of specialty assignments. DDS agrees to post specialty assignments a minimum of fourteen (14) calendar days prior to the position being filled. Should the skills and abilities of those employees who apply for a specialty position be equal, DDS agrees to fill the position with the employee with the greatest seniority within the classification who has bid for such position.
5. Should a permanent vacancy arise in a non-training, non-specialty position and DDS intends on filling such vacancy, the position shall be posted for a minimum of fourteen (14) calendar days. A permanent vacancy is defined as one created by transfer, retirement, resignation, dismissal, or death and for absences of one (1) year or more due to illness or injury, there shall be no obligation to post a backfill vacancy created as a result of the filling of a permanent vacancy, though DDS may post the backfill vacancy at its discretion. The filling of any permanent or backfill position shall be based on seniority within the classification.

**SIDE LETTER 3 – Agreement between California Statewide Law Enforcement Association (CSLEA) and the Department of Developmental Services (DDS), Sonoma Developmental Center (SDC) Retention Incentive**

1. Effective July 1, 2016, newly hired and current SDC employees are eligible to accrue a Retention Incentive stipend.
2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars (\$250).
3. Effective July 1, 2017, each employee will accrue five hundred dollars (\$500) per full quarter worked.
4. Employees shall not accrue more than six thousand dollars (\$6,000) for the period of July 1, 2016, through December 31, 2018, or closure (including warm-shut down), whichever comes last.
5. Employees are eligible to be paid the accrued Retention Incentive stipend upon separation from DDS, if that separation occurs after December 31, 2017, or when the current June 29, 2016, census of three hundred and forty-eight (348) residents (total population) at SDC decreases by 50%, whichever occurs first. Separation includes retirement, layoff, death, transfer to another State department, or voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of the transfer.
6. Employees forfeit the accrued Retention Incentive stipend if they separate from DDS before December 31, 2017, or before if the current June 29, 2016, census of residents (total population) at SDC decreases by 50%, whichever comes first.
7. For the purpose of the Retention Incentive stipend, a full quarter is January through March, April through June, July through September and October through December of each calendar year in which an employee has physically worked a minimum of eleven (11) workdays or eighty-eight (88) hours during each month of the full quarter.
8. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.
9. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipends.
10. Employees who receive an adverse action during the accrual period forfeit the accrued stipend during the effective dates of the adverse action.

11. Under no circumstances will an employee receive duplicate payment for a full quarter in which they have already received payment. If an employee separates from SDC and is paid for the accrued Retention Incentive stipend and the employee subsequently returns to SDC, or any other Developmental Center receiving a Retention Incentive stipend, the employee may begin accruing the Retention Incentive stipend effective as of the return date.
12. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.
13. This agreement expires upon the closure of the SDC.

**SIDE LETTER 4 – Agreement between California Statewide Law Enforcement Association (CSLEA) and the Department of Developmental Services (DDS), Fairview Developmental Center (FDC) Retention Incentive**

1. Effective July 1, 2016, newly hired and current FDC employees are eligible to accrue a Retention Incentive stipend.
2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars (\$250).
3. Effective July 1, 2017, each employee will accrue five hundred dollars (\$500) per full quarter worked.
4. Employees shall not accrue more than six thousand dollars (\$6,000) for the period of July 1, 2016 through December 31, 2021, or closure (including warm-shut down), whichever comes last.
5. Employees are eligible to be paid the accrued Retention Incentive stipend upon separation from DDS, if that separation occurs after December 31, 2017, or when the current June 29, 2016, census of two hundred and twenty-two (222) residents (total population) at FDC decreases by 50%, whichever occurs first. Separation includes retirement, layoff, death, transfer to another State department, or voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of the transfer.
6. Employees forfeit the accrued Retention Incentive stipend if they separate from DDS before December 31, 2017, or before if the current June 29, 2016, census of residents (total population) at FDC decreases by 50%, whichever comes first.
7. For the purpose of the Retention Incentive stipend, a full quarter is January through March, April through June, July through September and October through December of each calendar year in which an employee has physically worked a

minimum of eleven (11) workdays or eighty-eight (88) hours during each month of the full quarter.

8. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.
9. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipends.
10. Employees who receive an adverse action during the accrual period forfeit the accrued stipend during the effective dates of the adverse action.
11. Under no circumstances will an employee receive duplicate payment for a full quarter in which they have already received payment. If an employee separates from FDC and is paid for the accrued Retention Incentive stipend and the employee subsequently returns to FDC, or any other Developmental Center receiving a Retention Incentive stipend, the employee may begin accruing the Retention Incentive stipend effective as of the return date.
12. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.
13. This agreement expires upon the closure of the FDC.

**SIDE LETTER 5 – Agreement between California Statewide Law Enforcement Association (CSLEA) and the Department of Developmental Services (DDS), Porterville Developmental Center (PDC), General Treatment Area (GTA) Retention Incentive**

1. Effective July 1, 2016, newly hired and current PDC, GTA employees in positions subject to the GTA closure and layoffs are eligible to accrue a Retention Incentive stipend.
2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars (\$250).
3. Effective July 1, 2017, each employee will accrue five hundred dollars (\$500) per full quarter worked.
4. Employees shall not accrue more than six thousand dollars (\$6,000) for the period of July 1, 2016, through December 31, 2021, or closure (including warm-shut down), whichever comes last.
5. Employees are eligible to be paid the accrued Retention Incentive stipend upon separation from DDS, if that separation occurs after December 31, 2017, or when the current June 29, 2016, census of one hundred and fifty (150) residents (total population) at PDC, GTA decreases by 50%, whichever occurs first. Separation includes retirement, layoff, death, transfer to another State department, or

voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center, PDC Secured Treatment Area, or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of the transfer.

6. Employees forfeit the accrued Retention Incentive stipend if they separate from DDS before December 31, 2017, or before if the current June 29, 2016, census of residents (total population) at PDC, GTA decreases by 50%, whichever comes first.
7. For the purpose of the Retention Incentive stipend, a full quarter is January through March, April through June, July through September and October through December of each calendar year in which an employee has physically worked a minimum of eleven (11) workdays or eighty-eight (88) hours during each month of the full quarter.
8. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.
9. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipends.
10. Employees who receive an adverse action during the accrual period forfeit the accrued stipend during the effective dates of the adverse action.
11. Under no circumstances will an employee receive duplicate payment for a full quarter in which they have already received payment. If an employee separates from PDC, GTA and is paid for the accrued Retention Incentive stipend and the employee subsequently returns to PDC, GTA, or any other Developmental Center receiving a Retention Incentive stipend, the employee may begin accruing the Retention Incentive stipend effective as of the return date.
12. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.
13. This agreement expires upon the closure of the PDC, GTA.

### **SIDE LETTER 6 – Agreement between California Statewide Law Enforcement Association (CSLEA) and the State of California**

Effective July 1, 2017, a new pay differential will be established to provide a 10% salary increase for the classifications of State Fire Marshall Trainee (8980), Deputy State Fire Marshal (9086), and the Deputy State Fire Marshal III (Specialist) (9013) classifications at the Department of Forestry and Fire Protection in Alameda and Los Angeles counties and the City of Santa Rosa.

Employees in the above referenced classifications and locations will be eligible for this pay differential. If an employee transfers to a location where the pay differential is not authorized, the pay differential shall be discontinued.

This differential will be subject to CalPERS deductions and will be included when calculating overtime compensation.

**ATTACHMENT A – Firefighter/Security Officer – Dept. of the Military/Parks and Recreation; Department of Parks and Recreation Peace Officers assigned to Hearst Castle – 7(k)Conversion Chart for the Use of charging leave credits.**

This conversion chart is to be used solely for the purpose of deducting the proper amount of leave credits or determining qualifying pay periods. It is not used for the purpose of converting, deducting or otherwise modifying the number of hours physically worked by an employee.

<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>
<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>
<b>–</b>	<b>–</b>	<b>–</b>	<b>–</b>
<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>	<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>
1	1	33	25
2	2	34	26
3	2	35	26
4	3	36	27
5	4	37	28
6	5	38	29
7	5	39	29
8	6	40	30
9	7	41	31
10	8	42	32
11	8	43	32
12	9	44	33
13	10	45	34
14	11	46	35
15	11	47	35
16	12	48	36

<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>
<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>	<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>
17	13	49	37
18	14	50	38
19	14	51	38
20	15	52	39
21	16	53	40
22	17	54	41
23	17	55	42
24	18	56	42
25	19	57	43
26	20	58	44
27	20	59	45
28	21	60	45
29	22	61	46
30	23	62	47
31	23	63	48
32	24	64	48
65	49	96	72
66	50	97	73
67	51	98	74
68	51	99	75
69	52	100	75
70	53	101	76

<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>
<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>	<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>
71	54	102	77
72	54	103	78
73	55	104	78
74	56	105	79
75	57	106	80
76	57	107	81
77	58	108	82
78	59	109	82
79	60	110	83
80	60	111	84
81	61	112	85
82	62	113	85
83	63	114	86
84	63	115	87
85	64	116	88
86	65	117	88
87	66	118	89
88	66	119	90
89	67	120	91
90	68	121	91
91	69	122	92
92	69	123	93

<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>
<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>	<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>
93	70	124	94
94	71	125	94
95	72	126	95
127	96	158	119
128	97	159	120
129	97	160	121
130	98	161	122
131	99	162	122
132	100	163	123
133	100	164	124
134	101	165	125
135	102	166	125
136	103	167	126
137	103	168	127
138	104	169	158
139	105	170	128
140	106	171	129
141	106	172	130
142	107	173	131
143	108	174	131
144	109	175	132
145	109	176	133

<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>
<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>	<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>
146	110	177	134
147	111	178	134
148	112	179	135
149	112	180	136
150	113	181	137
151	114	182	137
152	115	183	138
153	115	184	139
154	116	185	140
155	117	186	140
156	118	187	141
157	118	188	142
189	143	220	166
190	143	221	167
191	144	222	168
192	145	223	168
193	146	224	169
194	146	225	170
195	147	226	171
196	148	227	171
197	149	228	172
198	149	229	173

<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>
<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>	<b>ABSENCE HOURS</b>
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>	<b>212 Work Cycle</b>	<b>to be deducted from leave accruals</b>
199	150	230	174
200	151	231	174
201	152	232	175
202	152	233	176
203	153	234	177
204	154	235	177
205	155	236	178
206	155	237	179
207	156	238	180
208	157	239	180
209	158	240	181
210	158	241	182
211	159	242	183
212	160	243	183
213	161	244	184
214	162	245	185
215	162	246	186
216	163	247	186
217	164	248	187
218	165	249	188
219	165	250	189

## **ATTACHMENT B – Commercial Driver’s License Drug and Alcohol Testing Agreement**

Federal Regulations 49 Code of Federal Regulations (CFR) Parts 382, et al. and 49 CFR Part 40 require the State of California (State) to test its commercial drivers for controlled substances and alcohol. As specified below, this requirement covers certain employees in Bargaining Unit 7. Having met and conferred, the State and the California Statewide Law Enforcement Association (CSLEA), agree to the following regarding the impact of this testing on employees in Unit 7.

### **I. AUTHORITY AND PURPOSE**

- A. The State will conduct drug and alcohol testing of commercial drivers in Bargaining Unit 7, as specified in Federal Regulations 49 CFR Parts 382, et al. and 49 CFR Part 40. This is in addition to and separate from other State drug and alcohol testing provisions CalHR Rules 599.960-599.966 and State Personnel Board Rules 213 - 213.6).
- B. The State will apply this Agreement to all employees in Bargaining Unit 7, other than those in the Department of Transportation, who meet the criteria for testing required by 49 CFR Part 382 et al. This includes all employees who:
  - 1. Are in a classification that requires the possession of a Commercial Driver’s License (CDL); or who
  - 2. Possess a CDL and drive a motor vehicle for the State of California that:
    - a. Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
    - b. Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
    - c. Is designed to transport 16 or more passengers, including the driver; or
    - d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
- C. This Agreement restates and describes certain of the Federal testing provisions and requirements. However, the State and CSLEA agree that the applicable Federal regulations shall be applied in their entirety, and as they are specifically set forth in the CFR.

## II. CalHR CONSORTIUM

CalHR will serve as the administrator for the consortium that will provide drug/alcohol testing services for the Federal testing program to State departments, other than the Department of Transportation. These contracted services will include urine collection, breath alcohol testing, laboratory services, and MRO services.

## III. TYPES OF TESTING

- A. Random Testing: Each year, a number of drug tests that equals twenty-five (25) percent of the employees in the CalHR consortium will be conducted on employees who are randomly selected from the consortium. In addition, a number of alcohol tests that equals ten (10) percent of the number of employees in the CalHR consortium will be conducted on employees who are randomly selected from the consortium. CalHR will randomly select employee names using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers.

Employees will usually provide urine specimens (for drug tests) and take breath alcohol tests for the random testing program during normal work hours. Employees whose regularly scheduled work shift occurs outside of the designated collection sites' normal hours of operation may be held after shift to be tested, or the employing department may make arrangements to have them tested during their shift.

In no event shall an employee be called in for the purpose of participating in a random test while the employee is on vacation, regular days off, sick leave, compensating time off, or other leave status.

Procedures for collecting urine specimens shall safeguard individual privacy consistent with 49 CFR, Part 40, section 40.41. Chain of custody procedures shall be maintained and shall be adhered to consistent with 49 CFR, Part 40, section 40.41-40.113.

- B. Reasonable Suspicion: Employees will be required to submit to a reasonable suspicion drug test and/or a breath alcohol test if the supervisor has reasonable suspicion to believe that the driver has violated the Federal requirements on the use of controlled substances and/or alcohol. A finding of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Supervisors who could be making a determination of reasonable suspicion must receive: 1) at least sixty (60) minutes of training on alcohol misuse; and 2) at

least an additional sixty (60) minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

A CDL holder covered by this testing program is subject to reasonable suspicion testing for alcohol anytime the CDL holder is ready to perform, is immediately available to perform, is performing, or has just performed a safety-sensitive function. A CDL holder covered by this testing program is subject to reasonable suspicion tests for drugs anytime the CDL holder is on duty.

The basis for all reasonable suspicion determinations shall be documented as follows:

1. Preliminary documentation. Before the employee is sent to provide a urine specimen and/or take an alcohol breath test, the employee shall be given a preliminary, informal written statement that indicates why the employee is being sent to testing. The purpose of this is to give the employee a specific (i.e., describing specific observations leading to the reasonable suspicion determination) but concise summary of why they are being sent to testing. Because of the need to act quickly in these situations, these statements may not contain a complete narration of the observations and circumstances surrounding the decision to initiate a reasonable suspicion test.
2. Official reasonable suspicion documentation will be completed and made available to the employee within two (2) working days after being asked to submit to testing. This will be a specific, written description of the observations concerning the employee's appearance, behavior, speech, or body odors that led to the decision to test. It will also list the dates, times, and places of these observations, as well as the names of the observers. While the State intends to develop and use standard forms for this purpose, an official documentation will not be deemed to be out of compliance with these requirements simply because it is not presented on a standard form.

This documentation shall be completed before the person preparing it is aware of any positive drug test results.

3. The parties recognize that differences between the preliminary and official documentation may occur. Differences between the preliminary and official documentation may not, in and of themselves, compromise the integrity of an otherwise valid order to go for a reasonable suspicion drug test.
- C. Post-Accident: A driver who is in an accident involving a commercial vehicle shall be tested for alcohol and controlled substances if the following conditions exist:
1. The driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved the loss of human life; or

2. The driver received a citation under State or local law for a moving traffic violation arising from the accident, and the accident involved bodily injury requiring treatment away from the scene and/or resulted in damage to any vehicle that required the vehicle to be towed/transported away.
  3. Nothing in this section shall be construed to require the delay of necessary medical attention following an accident.
  4. The State shall conduct its own post-accident tests, in addition to any tests performed by law enforcement agencies, unless it is not possible for the State agency to conduct a test within the federally prescribed time limits.
- D. Pre-Employment/Pre-Duty Testing: A pre-employment/pre-duty-controlled substance and alcohol test must be conducted before the first time a driver performs their first safety-sensitive function for the State. A driver must also take a pre-duty-controlled substance and alcohol test when they transfer from a position not performing safety-sensitive functions to a position performing safety-sensitive functions as defined under the CFR. This also applies to a driver returning from a leave of absence for more than thirty (30) calendar days due to illness, lay-off, injury, extended leaves, (paid or unpaid) etc., who has not remained in the controlled substance and alcohol testing program and, therefore, has not been subject to the random testing process. A negative test result is required prior to performing safety-sensitive functions.

There will be a uniform standard within each State Department for determining when absent employees are to remain in the testing pool.

A driver may be exempted from pre-employment/pre-duty testing if the State verifies their participation in and compliance with a Federal testing program under a prior employer, as specified in the Federal regulations.

- E. Return-to-Duty Testing: Employees who have engaged in prohibited conduct under the Federal regulations must submit to and pass a return- to-duty test prior to performing safety-sensitive duties again.
- F. Follow-up Testing: Following the Substance Abuse Professional's (SAP's) determination that the employee, has properly followed the SAP's recommendation for rehabilitation, the employee will be subject to a minimum of six (6) unannounced follow-up alcohol and/or drug tests during the first twelve (12) months following their return to work.

#### IV. TESTING PROCESS

##### A. Drug Testing

Following are the controlled substances (drugs) included in the Federal testing program, and the cutoff levels used in the tests for each of them. This

information was current when this Agreement was signed but is subject to change by the Federal government.

<u>CONFIRMATORY SUBSTANCE</u>	<u>SCREENING CUTOFF</u>	<u>CONFIRMATORY CUTOFF</u>
Amphetamines/ Methamphetamine	500 nanogram per milliliter	250 nanogram per milliliter
Cannabinoids	50 nanogram per milliliter	15 nanogram per milliliter
Cocaine (Benzoylecgonine)	150 nanogram per milliliter	100 nanogram per milliliter
Opiates	2,000 nanogram per milliliter	2000 nanogram per milliliter
Phencyclidine (PCP)	25 nanogram per milliliter	25 nanogram per milliliter

Drug testing shall be performed on a urine sample using an immunoassay screening test and gas chromatography/mass spectrometry confirmatory test for positive tests. The State shall use a SAMHSA-approved laboratory for these tests.

#### B. Alcohol Testing

Alcohol testing shall be performed by certified Breath Alcohol Technicians (BATs) using Federally approved (NHTSA) evidentiary breath testing devices. For a positive test result with an alcohol level of 0.02 to 0.039,

the employee may not be assigned to perform safety-sensitive functions for a period of twenty-four (24) hours. For a positive test result with an alcohol level of 0.040 and above, the employee has violated 49 CFR.

#### C. Urine Collection/Breath Testing Process

Urine collection/breath alcohol testing services will generally be conducted in private clinical facilities. In addition, the State may utilize on-site (mobile) urine collection/breath alcohol testing services provided by private contractors. The State will specifically inform CSLEA of any situations in which State agencies plan to use their own staff and facilities to collect urine samples.

Time that is required for the employee to provide urine samples and take breath tests for the random, reasonable suspicion, post-accident, and follow-up testing programs shall be considered State work time. This shall be the time required

to travel to the collection/testing site, the time involved in waiting for and completing the collection/testing process, and travel back to the employee's headquarters. If the employee returns to their home after the collection/testing process, that travel time, minus the employee's normal commute time from home to headquarters, shall also be work time. Pre-duty testing that is required because of the State- initiated assignment of commercial driving duties to an employee shall also be covered by this provision.

If urine collection/breath testing is not completed until after the completion of the employee's scheduled workday, or if the employee is to remain away from the worksite pending the outcome of the tests, the employing State agency shall ensure that the employee has a safe and reasonable way to get home.

When there are no other means available, the State will provide a safe and reasonable way home.

#### D. Re-Tests

For controlled substance tests, employees may request that a re-test, using the second portion of their split-sample urine specimen, be conducted at a SAMHSA-certified laboratory of their choice, provided they do it through the Medical Review Officer (MRO) who reviewed their laboratory results and make their request within seventy-two (72) hours of receiving notice of the MRO's determination regarding the results of the first drug test. If the second test confirms the results of the first drug test, the employee will pay for the costs of the second test. If the re-test is done at the laboratory that is under contract with the State consortium, this cost will be equal to the rate specified in the contract with the laboratory for re-tests. If the second test indicates that the first test results were erroneous, the State will pay for the second test.

#### E. Medical Review Officer Services

All drug test results will be reviewed by a MRO, who, in turn, will report their finding to the State agency. MRO services will be provided by a licensed physician (medical doctor or doctor of osteopathy) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate drug test results.

An employee who tests positive will be interviewed by an MRO and be given an opportunity to provide medical information that the employee believes may have a bearing on the test results.

#### F. Substance Abuse Professional Services

All employees who test positive for drugs or alcohol must be evaluated by a SAP, as provided in the federal regulations, if they are to return to duty. These SAP services must be provided by a licensed physician (medical or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee

assistance professional, marriage and family therapist, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC), or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

At the State's discretion, the SAP will either be 1) a qualified individual who is part of an SAP network established by CalHR or 2) a qualified individual selected and retained by the employee. When the employee retains his/her own qualified SAP, the State will pay up to three hundred fifty dollars (\$350) for the required SAP services, based on the SAP's usual and customary charges, either by having the SAP bill the State, or by having the employee submit an expense claim.

The SAP will provide general information to the employer regarding the nature and severity of addiction or substance dependency, whether the employee has completed the prescribed rehabilitation program, and the number and frequency of follow-up tests. Any other information that is provided shall be consistent with State and Federal laws and codes of professional conduct.

- G. All procedures used for urine collection (including that involving State staff and/or facilities), breath alcohol testing, laboratory analysis of urine specimens, medical review of test results, and SAP evaluations shall be in conformance with 49 CFR Part 40 and 49 CFR Part 382, et al. as they now exist, or may exist in the future.

## V. EMPLOYEE RIGHTS AND REPRESENTATION

- A. The collection of a urine specimen and the administration of a breath test are not, in themselves, investigative interviews that would trigger an employee right to representation.
- B. The State shall grant employee requests for representation during the urine /breath alcohol testing processes when there is reasonable suspicion testing, and it can be done without delaying the testing process or causing operational difficulties for the State.
- C. In addition, employees have the right to representation at any investigative interview that could lead to a decision by the State to take adverse action. Notwithstanding subsection A, this includes any such interviews that occur in conjunction with the urine sample collection/breath testing process.
- D. Employees also have the right to representation in any discussion with the MRO except that the inability of the employee to arrange for such representation may not delay the conversation beyond five (5) days after the earliest of the following: a) being contacted by the MRO; or b) being contacted

by the State and ordered to contact the MRO; or c) not being available for employer contact after a good faith effort on the employer's part. If the employee fails to arrange for representation, the employee may either discuss the findings of the lab results with the MRO or decline to do so; in either case, the MRO will proceed to issue a determination regarding the results of the drug test. Conversations between the MRO and the tested employee will be by telephone in all or nearly all cases. In no case, shall the testing and review process be delayed.

## VI. RECORDS AND REPORTS

- A. The State will keep all drug testing records (in its possession) that identify or pertain to individual employees confidential, releasing information only according to Federal regulations, State rule, or as expressly authorized by the employee in writing. Records of all positive tests will be maintained for a minimum of five (5) years.
- B. Employees will receive a copy of the custody and control form certified by the MRO as to the results of all drug tests ordered by the State. Upon written request to the State, the State will send the employee copies of any and all documents that the State has in its possession and that relate to the employee's drug test, including laboratory results, reasonable suspicion documentation, MRO reports, and disciplinary reports. This material will be released to the employee's representative only upon the written request of the employee.
- C. Statistical information about the drug testing program that cannot be used to identify particular individuals is not confidential.
- D. Supervisory and/or employee drug training records are not confidential, even though they may contain the names of employees who have attended drug-related training sessions.

## VII. EMPLOYEE CONFORMANCE WITH FEDERAL REQUIREMENTS

- A. All commercial drivers in Unit 7 are expected to comply with the requirements set forth in 49 CFR Parts 40 and 382 et al. Failure to provide a breath sample, refusing to take a required drug test, or engaging in any other conduct that obstructs the testing process shall be considered an offense subject to the formal disciplinary process. Any violation of the Federal requirements including but not limited to testing positive may be the basis for formal disciplinary action, up to and including dismissal.
- B. Employees who use prescription medications or over-the-counter medications, which may render them unable to perform their regularly assigned duties safely, must report such use to their supervisor. This includes any medication with a label that warns against driving or operating equipment. In such instances, the State may reassign the employee to non-safety-sensitive duties.

## VIII. TEMPORARY LOSS OF A COMMERCIAL DRIVERS LICENSE

Employees whose CDL has been revoked, suspended, restricted, or affected by any other action that would limit or restrict the employee's ability to perform safety-sensitive functions shall report such loss to their supervisor their first day of work after losing the license.

## IX. CONFLICT RESOLUTION

Any disputes arising from the interpretation or application of Federal Regulations 49 CFR Part 382, et al. and 49 CFR Part 40 shall not be subject to the grievance and arbitration process.

- A. When CSLEA believes that the CFR provisions are being improperly interpreted or applied by a State agency having commercial drivers, or the testing process is being improperly conducted, it may provide written notice of this to CalHR. Within thirty (30) days of receiving such a notice, CalHR shall investigate the alleged improper interpretations or allegations and shall report its findings and any actions back to CSLEA.
- B. In any conflicts between the CFR and this Agreement, the CFR shall prevail. When such a conflict arises, CalHR shall do all of the following:
  1. Provide written notice to CSLEA, describing the conflict and referencing the specific CFR section(s) from which it arises.
  2. Upon the written request of CSLEA, CalHR shall seek a written interpretation from the Federal government regarding any of the referenced CFR provisions that cannot be readily interpreted on their face. This shall not suspend or delay testing, or related practices, that the State believes are necessary to comply with the CFR.
  3. When CalHR receives such written interpretations from the Federal government, it will share them with CSLEA and change its testing practices, as necessary, to conform with the Federal interpretation.
- C. Should any Federal rule or regulation be enacted, altered, or formally interpreted by the Federal Department of Transportation which creates a conflict with the terms or conditions of this Agreement, the remainder of this Agreement will remain in force. Upon occurrence of such an event, CalHR shall provide written notice to CSLEA describing the conflict and referencing the specific CFR section(s) from which it arises and the sections of this Agreement with which it conflicts. Upon occurrence of such an event, the parties will meet and confer as soon as practical to renegotiate the invalidated provisions and/or their impact on the unit members.

D. Nothing in this agreement shall be deemed to supersede any rights an employee may have under State or Federal law regarding disciplinary actions.

# ATTACHMENT C - Drive Tests

ATTACHMENT D

State of California  
Business, Transportation and Housing Agency

*L. Hunter*

Department of Motor Vehicles

## Memorandum

Date : November 3, 1999  
To : Regional Administrators and Office Managers  
From : Dorothy L. Hunter  
Subject : Drive Test Scheduling

*It is this division's policy that offices are to schedule drive tests so that they may be initiated and completed in daylight hours.*

There is a need for consistency regarding the scheduling of drive tests during hours of darkness, especially during the winter months. Our intent is to minimize the administration of drive tests during the hours of darkness. Previously scheduled drive tests should not be refused due to the onset of darkness, however managers and supervisors should assist in conducting those tests.

Some examples that may necessitate that a drive test be initiated, conducted, or completed during the hours of darkness:

- to remove a "sunrise to sunset" restriction
- due to an unforeseen shortage of expected LRE's
- scheduled tests may have been temporarily postponed due to extenuating circumstances (for example, inclement weather conditions)

Reminder: Be aware of the time changes between Pacific Standard and Pacific Daylight savings time and their effect on daylight hours when scheduling driving tests throughout the year.

Questions regarding this policy should be referred to your Region Administrator.

*Dorothy L. Hunter*  
DOROTHY L. HUNTER, Deputy Director  
Field Operations Division

cc: DL Policy  
POI Branch  
CPD Help Desk

## ATTACHMENT D - Drive Tests



DEPARTMENT OF MOTOR VEHICLES ATTACHMENT E  
FIELD OPERATIONS DIVISION

Date : November 3, 2000  
To : All Field Operations Division Managers  
From : Dorothy L. Hunter  
Subject : Second Drive Test on the Same Day of a Drive Test Failure

*It is this division's policy that a drive test failure will require the applicant to schedule a subsequent test on another day, with the intent that the applicant will utilize the intervening time period to practice his/her driving skills in order to be successful on the subsequent test.*

There are no statutory mandates relating to specific waiting periods after a drive test failure, (the exception being for provisional licensees—Vehicle Code section 12814.6-a-2, requires a minimum two week wait between drive tests). Applicants that do not receive a passing score on their driving tests are expected to spend at least one day practicing the areas needing improvement as noted by the examiner. In addition, "Special Drive" applicants should be strongly encouraged to wait two weeks between drives in order to practice those areas identified by the examiner as deficient.

Reminder: LREs have the authority to order an immediate revocation under Vehicle Code Section 13953 when a customer is unable to safely operate a motor vehicle due to a dangerous lack of skill.

*Dorothy L. Hunter*  
DOROTHY L. HUNTER, Deputy Director  
Field Operations Division

cc: Labor Relations  
Diane Ward  
CPD Help Desk  
Susan McBride  
Sue Larson

## **APPENDIX 1 – 12.1 Business and Travel Expense (New)**

The parties agree Appendix 1 – 12.1 Business and Travel Expenses, below, shall be operative and controlling effective upon the implementation date provided by the State to CSLEA, as determined by the State, for this section.

Appendix 1 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 7 employees.

### **Appendix 1 - 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 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 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:**

1. 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).
2. 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

- a. 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.

- 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 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 leave 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 7 employees.

# SIGNATURE PAGE

## Bargaining Unit 7 California Statewide Law Enforcement Association

State of California

CSLEA

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