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IDnum 119 **Language** English **Country** United States **State** CA

Union CSEA (California State Employees Association)

Local Local 1000

Occupations Represented
Correctional officers

Bargaining Agency State of California

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1999 **EndYear** 2001

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Notes Bargaining Unit 15 - Allied Services

Contact

Full text contract begins on following page.



AGREEMENT
between
STATE OF CALIFORNIA
and
CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)
covering

BARGAINING UNIT 15
ALLIED SERVICES

Effective
July 1, 1999 through July 2, 2001

**CALIFORNIA STATE EMPLOYEES ASSOCIATION
BARGAINING UNIT 15
CUSTODIAL AND SERVICES**

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PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES' ASSOCIATION, Local 1000, SEIU, AFL/CIO, CLC, hereinafter referred to as CSEA, Local 1000 or the Union, has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety.

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

ARTICLE 1 - RECOGNITION

1.0 Recognition

A. Pursuant to Public Employment Relations Board (PERB) decision S-SR-15, the State recognizes CSEA, Local 1000 as the exclusive representative of the Allied Services Bargaining Unit 15, hereinafter referred to as Unit 15. Unit 15 consists of all employees in the job classifications listed by title in Addendum A attached hereto and incorporated by reference as part of this Contract.

B. Pursuant to Government Code Sections 19815.4 and 3517, CSEA, Local 1000, recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Contract.

ARTICLE 2 - UNION RIGHTS

2.1 Union Representatives

A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives or Union staff on the following:

1. The administration of this Contract;
2. Employee discipline cases;
3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
4. Matters scheduled for hearing by the Board of Control;
5. Matters pending before the State Personnel Board;
6. AWOLs and appeals to set aside resignations;
7. Statutory Appeal Hearings.

B. A written list of Union stewards, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation, and the Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received. A Union steward's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of primary responsibility for several small offices or buildings within close proximity.

2.2 Access

Union stewards, Union staff, and/or elected bargaining unit council representatives shall have access to employees to represent them pursuant to Section 2.1.a., above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

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

2.3 Use of State Equipment

A. Union Stewards shall be permitted minimal and incidental use of State phones and other equipment for representational activities as defined in Article 2.1 if said equipment is available and utilized as a normal part of the employee's duties.

B. Such use of State phones and other equipment shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.

Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Literature

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, CSEA, Local 1000 bulletin boards will be installed at reasonable locations. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal periods, distribute Union literature in non-work areas.

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

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

2.5 Use of State Facilities

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

2.6 Steward Time Off

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

2.7 Employee Time Off

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

2.8 Steward Protection

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

2.9 Union Information Packets

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that CSEA, Local 1000, is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Contract as well as a packet of Union information, agreed to by the parties, both of which have been supplied by CSEA, Local 1000.

2.10 Orientation

The Union shall have fifteen (15) minutes per month on state time per work location to orient new employees to the Contract and the Union. "New" means any employee who has not received orientation.

ARTICLE 3 - UNION SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Agreement by the Legislature and the Union, the State agrees to calculate, deduct and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for CSEA, SEIU Local 1000, based upon an amount or formula furnished by CSEA for Fair Share fees deductions. The State further agrees to recalculate, deduct and transmit Fair Share fees to the Union based upon revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Agreement. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee 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.

A. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such fee is applicable.

B. The Union agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Section and the deductions arising therefrom.

C. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of the fee pursuant to Government Code Section 3515.8.

D. No provisions of this Section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.

E. Should a recission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to State Controller's Office within thirty (30) calendar days prior to the expiration of this Contract.

3.2 Release of Home Addresses

A. Home Addresses – Generally

Consistent with PERB regulation and State law, the State shall continue to provide to the Union with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires.

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

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

Effective one-month following ratification of this Agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 15 employees who perform non-law enforcement related functions with the option of having their home address withheld from the Union. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

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

Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 15 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office will send the Union a list of all Unit 15 employees who, pursuant to Subsection (C) above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. The State Controllers Office will also send the Union a list of all Unit 15 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach Unit 15 employees.

F. Address Confidentiality

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

G. Nature of Material

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

H. Costs Reimbursable

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

I. Hold Harmless and Indemnification

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

ARTICLE 4 - STATE RIGHTS

4.0 State Rights

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

B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or Executive Order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract.

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

ARTICLE 5 - GENERAL PROVISIONS

5.1 No Strike

A. During the term of this Contract, neither the Union nor its agents nor any Unit 15 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. CSEA, Local 1000 agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

5.2 No Lockout

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

5.3 Individual Agreements Prohibited

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with CSEA, Local 1000's concurrence.

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 Reprisals

The State and CSEA, Local 1000 shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

5.6 Supersession

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code Sections enumerated below, the Contract shall be

controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

A. Government Code Sections

1. General

19824 Establishes monthly pay periods.

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

19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

2. Step Increases

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Vacations

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

4. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

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.

5. Uniforms, Work Clothes, and Safety Equipment

19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

6. Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disability more than fourteen (14) days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes DPA to adopt rules governing IDL.

19877.1 Sets effective date.

7. 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; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.

8. Life Insurance

- 20750.11 Provides for employer contributions.
- 21400 Establishes group term life insurance benefits.
- 21404 Provides for Death Benefit from CalPERS.
- 21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

9. Health Insurance

- 22816 Provides for continuation of health plan coverage during leave of absence without pay.
- 22825 Provides for employee and employer contribution.
- 22825.1 Sets employer contribution.

10. Workweek

- 19851 Sets 40-hour workweek and 8-hour day.

11. Overtime

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

12. Deferred Compensation

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

13. Relocation Expenses

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

14. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

15. Unpaid Leaves of Absence

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

16. Performance Reports

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

17. Involuntary Transfers

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

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

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

18. Demotion and Layoff

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

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

19997.8 Allows demotion in lieu of layoff.

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

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

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

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

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

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

19. 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.

20. Training

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

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

5.7 Non-Discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, disability, sexual orientation, or political affiliation.

B. Allegations of discrimination shall not be subject to the grievance and arbitration procedure, but the employee can appeal to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

5.8 Sexual Harassment

No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.

B. Allegations of sexual harassment shall not be subject to the grievance and arbitration procedure, but the employee can appeal to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

5.9 Labor/Management Committees

Upon request of the Union and with the concurrence of the department head or designee, a Labor/Management Committee may be established to address a special issue. Such committees may be established according to the following guidelines:

- A. The Committee will consist of equal numbers of management and Union representatives.
- B. Committee recommendations, if any, will be advisory in nature.
- C. Labor/Management Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
- D. Unit 15 employees who participate on such a committee will serve without loss of compensation.

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 Definitions

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

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.

6.6 Informal Discussion

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

6.7 Formal Grievance - Step 1

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

1. Twenty-one (21) calendar days after the event of circumstances occasioning the grievance, or
2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in Item (1) above.

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

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

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

6.8 Formal Grievance - Step 2

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

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

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

6.9 Formal Grievance - Step 3

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

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, 1108 O Street, Sacramento, California 95814.

6.10 Formal Grievance - Step 4

A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

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

6.11 Response

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

6.12 Formal Grievance - Step 5

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

B. Within seven (7) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of ten (10) arbitrators from which the State and Union shall alternately strike names until one name remains and this person shall be the arbitrator.

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

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

E. The arbitrator shall not have the power to add to, subtract from or modify this Contract. Only grievances as defined in Section 6.2 a. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.13 Health and Safety Grievances

A. It is the policy of the State employer to enforce safety and health, policies, procedures and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure as follows:

E. Health and Safety Grievance - Step 2

1. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within 24 hours after receipt of the decision to a designated supervisor or manager identified by each department as the second level of appeal.
2. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days.

F. Health and Safety Grievance - Step 3

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within 24 hours after receipt of the decision to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal the grievant may bypass Step 3.
2. The person designated by the department head as the third level of appeal shall respond to the grievance in writing within fourteen (14) calendar days.
3. If the grievance is not resolved at Step 3 within 24 hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
4. The arbitration shall take place no later than 14 days following the Union's request unless the parties mutually agree otherwise.
5. Arbitration shall be in accordance with Section 6.12b of this Article unless otherwise provided.

6.14 Grievance Review

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

ARTICLE 7 – HOLIDAYS

- A. All full-time employees shall be entitled to such holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25.
- C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July.

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour for hour) basis. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

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 personal holiday credit per fiscal year per said holiday.

H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay, except those employees who work schedules other than Monday through Friday, eight (8) hours a day, those holidays listed in Subsection B. above, shall be observed on the day on which the holiday occurs.

I. When a permanent full-time employee is required to work on a holiday, such employee shall receive one and one-half (1-1/2) pay for all hours worked on the holiday plus, at the department's option, either eight (8) hours of holiday credit or cash compensation.

J. If the employee is unable to use the holiday credit within twelve (12) pay periods from the time earned, the State will either extend the time within which the employee can take the time off or make payment for such holiday credit.

K. Less than full-time employees shall receive holidays in accordance with the following chart.

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

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

ARTICLE 8 - LEAVES

8.1 Vacation Leave

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

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

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

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth in Subsection A., above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full-time accrue vacation in accordance with the above chart.

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 400 hours. A department head or designee may permit an employee to carry over more than 400 hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:

1. was required to work as a result of fire, flood, or other extensive emergency;
2. was assigned work of a priority or critical nature over an extended period of time;
3. was absent on full salary for compensable injury;

4. was prevented by department regulation from taking vacation until December 31 because of sick leave; or

5. was on jury duty.

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

F. The time when vacation shall be taken by the employee shall be determined by the department head or designee. In so doing, the department head or designee will attempt to grant an employee the use of his/her vacation on the day(s) of his/her choice subject to operational needs.

G. By June 1 of each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Article 8.1(D) must submit to their supervisor for approval a plan to use vacation to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation to reduce the employee's vacation balance or potential balance on December 31 below the cap specified in 8.1.(D).

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 same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

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

J. Vacations will be cancelled only when operational needs require it.

K. Unit 15 employees are authorized to use existing fractional vacation hours that may have been accumulated.

L. The comparison of the seniority of Hospital Workers with the seniority of employees represented by other bargaining units will not be used as a criteria for granting vacation requests of Hospital Workers. The granting of vacation requests will continue to be determined consistent with the provisions of the Unit 15 Contract and the needs of the clients.

M. Vacation leave credits may be used in thirty (30) minute increments.

8.2 Sick Leave

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

1. Illness or injury, including illness or injury relating to pregnancy.
2. Exposure to a contagious disease which is determined by a physician to require absence from work.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) work days per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in Bargaining Unit 15 shall earn eight (8) hours of credit for sick leave with pay.

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

1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay.
2. 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. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's certificate. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the nature of the employee's illness or injury and a prognosis (i.e., the anticipated length of the absence, any restriction upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated further absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved.

E. An employee shall not be required to provide a physician's verification of sick leave when he/she uses up to two (2) consecutive days of sick leave except when:

1. the employee has a demonstrable pattern of sick leave abuse; or
2. the supervisor believes the absence was for an unauthorized reason.

F. Sick leave may be accumulated without limit.

G. When an employee's sick leave balance is zero, other leave credits such as, vacation, CTO, PLP, or holiday leave may be substituted with the supervisor's approval.

H. Sick leave may be requested and taken in thirty (30) minute increments.

8.3 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to the death of his/her parent, stepparent, spouse, spouse's parent, child, grandparent, brother, sister, grandchild, or adopted child. Such bereavement leave shall be authorized for up to three regular work days (24 hours) for the employee per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

B. If the death of a person as described above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.

C. Employees may utilize their vacation, CTO, or any other earned leave credits except for sick leave for additional time required in excess of time allowed in (A) above or time required due to the death of other relatives not listed in (A) above, or a person residing in the immediate household of the employee at the time of death.

D. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employee's fractional time base. (Refer to Fractional Time Base Chart in 8.1)

8.4 Parental Leave

A. A female 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. The employee may be required to provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the

birth of the child. Any modification or change to the leave must be approved by the department head or designee.

B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child. The employee shall provide medical substantiation 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 modification or change to the leave must be approved by the department head or designee.

C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

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

8.5 Adoption Leave

A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed six (6) months and may grant a permanent employee's request for an additional six (6) months. The employee may be required to provide substantiation to support the employee's request for adoption leave.

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

8.6 Dependent Care Leave

A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the purposes of providing personal medical care for the employee's ill or injured mother, father, husband, wife, son, or daughter. The employee may be required to provide substantiation to support the employee's request for the unpaid leave.

The period of the leave shall not exceed three (3) months. Extensions of an unpaid leave may be requested by the employee and may be granted by the department head or designee.

A dependent care leave may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

During the period of time an employee is on dependent care leave, he/she shall be allowed to continue health, dental, and vision benefits. The total cost of these

benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.7 Union Leave

A. CSEA, Local 1000 shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted during the terms of this agreement at the discretion of the affected department head or designee in accordance with the following:

1. The Union leave shall normally be requested on a State approved form fourteen calendar days prior to the date of the leave.
2. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
3. CSEA, Local 1000 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.
4. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
5. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
6. Employees on a Union leave shall suffer no loss of compensation or benefits.
7. Whether or not time for a Union leave is counted for merit purpose shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
8. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
9. In the event an employee on a Union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, CSEA, Local 1000 agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

8.8 Unpaid Leave of Absence

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

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

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

1. Union activity;
2. for temporary incapacity due to illness or injury;
3. to be loaned to another governmental agency for performance of a specific assignment;
4. to seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. education;
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) work days prior to the effective date of the revocation.

8.9 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday) 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, child, or parent.

C. The receiving employee has exhausted all leave credits.

- D. The donations must be a minimum of eight (8) hours and in whole hour increments and credited as vacation.
- E. Transfer of annual leave, personal leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the 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.

8.10 Catastrophic Leave: Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday) 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 the natural disaster on the employee's principal residence.
- C. The receiving employee has exhausted all vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.
- D. The donations must be a minimum of eight (8) hours and in whole hour increments and credited as vacation or annual leave.
- E. Transfer of annual leave, personal leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the 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.

8.11 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two [2] working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a NOC shift or the first watch on the day of a State Personnel Board (SPB) examination.

8.12 Release Time for State Personnel Board Hearings

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

8.13 Leave Credits Upon Transfer in State Service

All employees covered by this Contract shall, upon transfer in State service, shall transfer with all accumulated vacation, sick leave, and personal leave credits.

8.14 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately notify and, if requested, provide a copy of the notice to his/her supervisor.

B. If payment is made for such time off, the employee is required to remit to the State jury fees received. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees. For the purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:

1. The department already maintains an appropriate work shift that utilizes the employee's classification; and

2. The operational needs of the department permit such reassignment.

D. 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 "B" and "C" apply.

8.15 Court Appearances and/or Subpoenas

Whenever a Unit 15 employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

This Section is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

Upon request, an employee may be placed on a work shift coinciding with the time he/she is required to be available as a witness if the employee's work shift is different.

8.16 Personal Leave Program

A. All Personal Leave accrued by Unit 15 employees under the provision of the Personal Leave Plan during the 1992-95 Memorandum of Understanding shall remain in employees' leave balances until such time as it is cashed out at the discretion of the employer, used as paid time off by the employee or until the employee retires or terminates employment.

B. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal Leave must be submitted in accordance with departmental policies on vacation or annual leave.

C. 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. Departments shall give consideration to an employee's request to retain leave credits for future use rather than have the leave cashed out. 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.

8.17 Department of Developmental Services Vacation Scheduling System for Common Level of Care (LOC) Nursing Staff

A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift,

the number of LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.

B. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
3. During the above period, Management will not intervene to resolve conflicts in the vacation requests.

C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidded, as determined by management, or the employee may bid on the remaining unbid vacation time.

D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.

E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.

2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.

3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.

F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.

G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.

H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.

I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

8.18 Department of Mental Health Vacation Scheduling -- One-Year Pilot Program

A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.

B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two vacation period(s) for the upcoming calendar year as follows:

1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.

2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one-vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of the Subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation time balance at the time the vacation is to be taken.

C. Beginning December 1, employees may select time off on a first-come first-served basis from the remaining posted dates. If such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar 5 days notice may be granted. For the purpose of this Subsection, an employee may use vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this Subsection, should two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

D. Employees who successfully bid a vacation during the period mentioned in Subsection D; October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period should the coinciding vacation dates be available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose on of the following:

1. Bid another available vacation period; or
2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
3. Cancel the vacation.

Vacations scheduled under this Subsection shall be considered to be bid vacation.

E. Time off under this Section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellation shall be in accordance with and in the order of the following:

1. Volunteers;
2. Time off requested after December 1, with the last request being the first cancelled;
3. Bid vacation by inverse seniority.

F. Nothing in the Section shall prevent the granting of time off in excess of the posting time off.

G. Vacation calendars shall remain posted for the entire vacation year.

H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come first-served basis subject to Subsection (C).

This is a one-year pilot program.

ARTICLE 9 - HEALTH AND WELFARE

9.1 Health Benefit Plan

A. PROGRAM DESCRIPTION

1. CONTRIBUTION AMOUNTS

a. From July 1, 1999 to December 31, 1999, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

(1) The State shall pay \$174 per month for coverage of an eligible employee.

(2) The State shall pay \$332 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$432 per month for coverage of an eligible employee plus two or more dependents.

b. From January 1, 2000 to June 30, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

(1) The State shall pay \$174 per month for coverage of an eligible employee.

(2) The State shall pay \$346 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$452 per month for coverage of an eligible employee plus two or more dependents.

c. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases. One method to control premiums would be to incorporate higher co-payments into the health plans as soon as possible. Any premium savings that result from these co-payments changes will be used to offset employee out-of-pocket premium costs.

B. HEALTH BENEFITS

1. EMPLOYEE ELIGIBILITY

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

b. Permanent Intermittent Employees

(1) Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. For purposes of this Section, the control periods are

January 1 through 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.

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

2. FAMILY MEMBER ELIGIBILITY

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

3. TECHNICAL CLEAN UP TO HEALTH BENEFIT VESTING LANGUAGE

a. The Union agrees to support legislation to amend Section 22825.3 to read as follows:

(1). 22825.3 Notwithstanding Section 22825, 22825.1, and 22825.2, State employees who become State members of the Public Employees' Retirement System after January 1, 1989, and who are included in the definition of State employee in subdivision (c) of Section 3513 shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless these employees are credited with 10 years of State service as defined by this Section, at the time of retirement.

(2) Notwithstanding Sections 22825, 22825.1 and 22825.2, a State employee who became a State member of the Public Employees' Retirement System after January 1, 1990, and is either (1) excluded from the definition of State employee in subdivision (c) of Section 3513; or (2) a non-elected officer or employee of the executive branch of government who is not a member of the civil service, shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless the employee is credited with ten (10) years of State service as defined by this Section, at the time of retirement.

(3) The percentage of employer contribution payable for post-retirement health benefits for an employee subject to this Section shall be based on the member's completed years of state service at retirement as shown in the following table:

CREDITED YEARS OF SERVICE	PERCENTAGE OF EMPLOYER CONTRIBUTION
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

(4) This section shall only apply to State employees who retire for service.

(5) Benefits provided to an employee subject to this shall be applicable to all future state service.

(6) For purposes of this Section, "state service" shall mean service rendered as an employee or an appointed or elected officer of the State for compensation. In those cases where the State assumes or has assumed from a public agency a function and the related personnel, service rendered by that personnel for compensation as employees or appointed or elected officers of that local public agency shall not be credited, at retirement, as State service for the purposes of this Section, unless the former employer has paid or agreed to pay the State agency the amount actuarially determined to equal the cost of any employee health benefits which were vested at the time that the function and the related personnel were assumed by the State. For non-contracting local public agencies the State department shall certify the completed years of local agency service to be credited to the employee to the Public Employees' Retirement System at the time of separation for retirement.

(7) Whenever the State contracts to assume a local public agency function, completed years of service rendered by the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as State service only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the State for the

amount necessary to fully compensate the State for post-retirement health benefit costs for those personnel.

(8) This Section shall not apply to employees of the California State University or the Legislature.

C. DENTAL BENEFITS

1. CONTRIBUTION

a. From July 1, 1999 to July 31, 1999, the State agrees to pay the following contribution for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by DPA.

(1) The State shall pay \$23.97 per month for coverage of an eligible employee.

(2) The State shall pay \$43.41 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$63.54 per month for coverage of an eligible employee plus two or more dependents.

b. From August 1, 1999 to June 30, 2001, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by DPA.

(1) The State shall pay \$30.70 per month for coverage of an eligible employee.

(2) The State shall pay \$55.60 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$81.38 per month for coverage of an eligible employee plus two or more dependents.

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

d. The State agrees that \$23,053.12 of the money remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then said amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. The Union agrees that this is a full and final settlement and release of all known and all unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992-1995 Collective Bargaining Agreement.

2. EMPLOYEE ELIGIBILITY

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Subsection B.1.

3. FAMILY MEMBER ELIGIBILITY

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Subsection B.2.

4. COVERAGE DURING FIRST 24 MONTHS OF EMPLOYMENT

Employees appointed into State service on or after January 1, 1993, and who meet the above eligibility criteria, will not be eligible for enrollment in the State sponsored fee-for-service plan until they have completed 24 consecutive months of employment without a permanent break in service. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the fee-for-service plan.

5. DENTAL VESTING

a. The Union agrees to support legislation to add Government Code Section 22955.55:

(1) 22955.55 Notwithstanding the provisions of Section 22953 and 22954, employees who become State members of the Public Employees' Retirement System after January 1, 2000 and who are included in the definition of State employee in subdivision (c) of Section 3513 shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22953 and 22954, unless these employees are credited with ten (10) years of State service as defined by this section, at the time of retirement.

(2) Notwithstanding Sections 22953 and 22954, a State employee who became a State member of the Public Employees' Retirement System after January 1, 2000, and is either (1) excluded from the definition of State employee in subdivision (c) of Section 3513; or (2) a non-elected officer or employee of the executive branch of government who is not a member of the civil service, or shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Sections 22953 and 22954, unless the employee is credited with ten (10) years of State service as defined by this Section, at the time of retirement.

(3) The percentage of employer's contribution amount payable for post-retirement dental care benefits for an

employee subject to this Section shall be based on the funding provisions of the plan and the member's completed years of State service at retirement as shown in the following table:

CREDITED YEARS OF SERVICE	PERCENTAGE OF EMPLOYER CONTRIBUTION
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

(4) This section shall only apply to State employees who retire for service.

(5) Benefits provided to an employee subject to this Section shall be applicable to all future State service.

(6) For purposes of this Section, "State service" shall mean service rendered as an employee or an appointed or elected officer of the State for compensation. In those cases where the State assumes or has assumed from a public agency a function and the related personnel, service rendered by that personnel for compensation as employees or appointed or elected officers of that local public agency shall not be credited, at retirement, as State service for the purposes of this Section, unless the former employer has paid or agreed to pay the State agency the amount actuarially determined to equal the cost for any employee dental benefits which were vested at the time that the function and the related personnel were assumed by the State. For non-contracting local public agencies the State department shall certify the completed years of local agency services to be credited to the employee to the Public Employees' Retirement System at the time of separation for retirement.

(7) Whenever the State contracts to assume a local public agency function, completed years of service rendered by

the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as State services only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the State for the amount necessary to fully compensate the State for post-retirement dental benefit costs for those personnel.

(8) This Section shall not apply to employees of the California State University or the Legislature.

D. VISION BENEFITS

1. PROGRAM DESCRIPTION

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

2. EMPLOYEE ELIGIBILITY

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection B.1.

3. FAMILY MEMBER ELIGIBILITY

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection B.2.

E. FLEXELECT PROGRAM

1. The State agrees to provide flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213 (d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

2. Employees who meet the eligibility criteria stated in Subsection E.1. above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the FlexElect Program.

F. EXEMPTING DPA FROM PUBLIC CONTRACT CODE

1. The Union agrees to support legislation to amend Section 10295 and 10430 and add Section 10344.2 to the Public Contract Code to read:

a. Section 10295 of the Public Contract Code is amended to read:

(1) 10295. All contracts entered into by any State agency for (a) the hiring or purchase of equipment, supplies, materials, or elementary school textbooks, (b) services, whether or not the services involve the furnishing or use of

equipment, materials or supplies or are performed by an independent contractor, (c) the construction, alteration improvement, repair or maintenance of property, real or personal, or (d) the performance of work or services by the State agency for or in cooperation with any person, or public body, are void unless and until approved by the department. Every such contract shall be transmitted with all papers, estimates, and recommendations concerning it to the department and, if approved by the department, shall be effective from the date of the approval. This Section applies to any State agency that by general or specific statute is expressly or impliedly authorized to enter into transaction referred to in this Section. This Section does not apply to any transactions entered into by the Trustees of the California State University or by a department under the State Contract Act or the California State University Contract Law, any contract of a type specifically mentioned and authorized to be entered into by the Department of Transportation under Section 14035 or 14035.5 of the Government Code, Sections 99316 to 99319, inclusive, of the Public Utilities Code, or the Streets and Highways Code, any contract entered into by the Department of Transportation that is not funded by money derived by state tax sources, but, rather, is funded by money derived from federal or local tax sources, any contract entered into by the Department of Personnel Administration for State employees, as defined in Section 19815 in the Government Code, for employee benefits, occupational health and safety, training services, or combination thereof, any contract let by the legislature, or any contract entered into under the authority of Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code.

b. Section 10344.2 is added of the Public Contract Code to read:

(1) 10344.2. The Department of Personnel Administration, with respect to contracts entered into by the department for State employees, as defined by Section 19815 of the Government Code for employee benefits, occupational health and safety, training services, or any combination thereof, shall provide all qualified bidders with a fair opportunity to enter the bidding process, therefore, stimulating competition in a manner conducive to sound fiscal practices. The Department of Personnel Administration shall make available to any member of the public its guidelines for awarding these contracts, and to the extent feasible, implement the objectives set forth in Section 10351.

c. Section 10430 of the Public Contract Code is amended to read:

10430. This chapter does not apply to any of the following:

- (1) The Regents of the University of California.
- (2) Transactions covered under Chapter 3 (commencing with Section 12100).
- (3) Except as otherwise provided in this chapter, any entity exempted from the provision of Section 10295 or 10295.1. However, the Trustees of the California State University shall be governed by this Chapter, except with regard to transactions covered under the California State University and Colleges Contract Law, and except as provided in Sections 10295, 10335, 10356, and 10389.
- (4) Transactions covered under Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
- (5) Except as provided for in Subdivision (c) member of boards or commissions who receive no payment other than payment of each meeting of the board of commission, payment for preparatory time, and payment for per diem.
- (6) The emergency purchase of protective vests for correctional peace officers whose duties require routine contact with state prison inmates. This Subdivision shall remain operative only until January 1, 1987.
- (7) Spouses of State officers or employees and individuals and entities that employ spouses of State officers and employees, that are vendored to provide services to regional center clients pursuant to Section 4648 of the Welfare and Institutions Code if the vendor of services, in that capacity, does not receive any material financial benefit, distinguishable from the benefit to the public generally, from any governmental decision made by the State officer or employee.

G. PRE-RETIREMENT DEATH CONTINUATION OF BENEFITS

1. The Union agrees to support legislation that would add Government Code Section 19849.15

a. 19849.15. Notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed 120 days beginning in the month of the employees' death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse shall also be notified by the department during this period regarding COBRA rights for the continuation of

vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

9.2 Rural Subsidy Program

A. Effective January 1, 2000, the State shall establish a Rural Subsidy Program for Bargaining Unit 15 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 15 members.

The program shall operate in the following fashion:

1. The State shall contribute \$1,500.00 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitively described in Senate Bill 514 (Senator Chesbro), a copy of which Bill is attached hereto and hereby incorporated herein by reference. For Bargaining Unit 15 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
 - a. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
3. The money shall be available for use as defined in SB 514.
4. Pursuant to that Bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 15 members, as one of several similar accounts.
5. Each Unit 15 employee shall be able to utilize up to \$1,500.00 per year, pursuant to said Bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2., is applicable here.
6. If an employee does not utilize the complete \$1,500.00 pursuant to the procedures and limitations described in the Bill, then the unused monies shall be put in the "same year pool". That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500.00, but again according to the procedures and limitations in the attached Bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500.00 in the relevant fiscal year. Those monies shall be distributed on a *pro tanto* (*pro rata*) basis.

a. Any employee not in Bargaining Unit 15 all year shall receive credit under Paragraph 6 utilizing the same pro rata formula as in Paragraph 2 above.

b. If an employee is entitled to less than \$25.00 under Paragraph 6, the money shall instead go into next year's fund pursuant to Paragraph 6 hereafter.

7. Monies still remaining after a distribution to such employees (i.e., all employees who spent more than \$1,500.00 as provided in the Bill were completely reimbursed), shall be rolled over into the next fiscal years' funds available for distribution to employees whose expenses pursuant to the Bill exceed \$1,500.00 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remained in the pool.

8. Beyond the text of the Bill, the parties will structure and administer the fund in accordance with all applicable IRS and other regulatory statutes and rules.

9. Interest earned from the fund(s), shall be used to offset administrative costs.

10. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.

9.3 Union-Management Health Benefits Cost Containment Committee

A. The State and the Union agree to establish a Joint Union/Management Health Benefits Cost Containment Committee effective July 1, 1992, to review and make recommendations to CalPERS regarding health benefits cost containment. Topics may include, but not be limited to, eligibility, cost containment, number and quality of health providers, competitiveness among providers, and standardization of health benefit services. This Committee shall be advisory in nature.

B. The Committee shall be comprised of an equal number of Union and Management representatives. CSEA shall have one representative per unit up to a maximum of four (4) CSEA representatives on the committee. The Committee chairperson shall be designated by the Department of Personnel Administration.

C. Union representatives on the Committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this Committee.

D. The Department of Personnel Administration will provide necessary staff support to the Health Benefits Cost Containment Committee.

9.4 Employee Assistance Program

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

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Participation in the Employee Assistance Program will be through self-referral or through the referral to an Employee Assistance Program Coordinator by the appropriate management personnel. An employee undergoing alcohol, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave credits, CTO, vacation and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to CSEA, Local 1000 within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to CSEA, Local 1000 when such changes occur.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Upon request by CSEA, Local 1000, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by CSEA, Local 1000 regarding the administration of the Program.

9.5 Presumptive Illness

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

B. Applicable Fed OSHA provisions shall apply to Unit 15 employees in the Department of the Military in this Section.

9.6 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, or the employee becomes gravely ill while on the job, the State agrees to furnish

prompt and appropriate transportation to the nearest physician, emergency care facility or hospital. Employees may submit, in writing, to their worksite's designated personnel, their choice of personal physician to be used in the event of an injury and/or grave illness on the job.

B. Where no alternative exists or in an emergency, an employee may be required to accompany or transport an injured employee to a physician, hospital or emergency care facility. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

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

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

9.7 Independent Medical Examinations

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

B. The purpose of such independent medical examinations is not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the duties of his/her normal work assignment.

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

9.8 Employee Injury or Disability

Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885 except as provided in Section 9.9 (Non-Industrial Disability Insurance) and Section 9.10 (Enhanced Industrial Disability Leave).

9.9 Non-Industrial Disability Insurance – Vacation/Sick Leave Program

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 \$135.00 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

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 when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctors' offices are not included.

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

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

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

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

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

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

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

9.10 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the Department of Corrections or in the Department of the Youth Authority who loses the ability to work for more than 22 workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.

B. Unit 15 employees in the Departments of Developmental Services, Mental Health or Veterans' Affairs or in the Special Schools in the Department of Education who lose the ability to work for more than 22 workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, student or client.

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

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

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

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

G. This Section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D, the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

9.11 Light/Limited Duty Assignments

A. As part of a Return-To-Work Program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is a prognosis for improvement of the illness or injury;
5. Maintaining safety shall be prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B. (1) through (5,) above.

D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the State Personnel Board. Nothing in this Section shall be construed to contravene the State Personnel Board's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the State Personnel Board, the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission.

9.12 Flex Plan

The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal

statute and related administrative provisions adopted by the Department of Personnel Administration. All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.

9.13 Pre-Tax of Health/Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have 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.

9.14 Long-Term Care Insurance Plan

A. Employees in classes assigned to Bargaining Unit 15 are eligible to enroll in any Long-Term Care Insurance Plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.

B. The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

9.15 Industrial Disability Leave

A. For periods of disability commencing on or after January 1, 1993, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.

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

C. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year (2) period. Any employee who is already receiving disability payments on the

effective date of this provision will be notified and given 30 days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.

F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

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

9.16 NextSTEP Program

The Parties agree that Government Code Sections 21159, 21160, and 21410 do not apply to Bargaining Unit 15 employees. This means that Bargaining Unit 15 employees shall no longer participate in the NextSTEP Program.

ARTICLE 10 - HEALTH AND SAFETY

10.1 Health and Safety Committee

A. The parties agree that the Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee consisting of an equal number of Union and management representatives to address specific areas of concern.

B. At the Union's request, the department may establish local worksite Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

These Committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety issues, recommending appropriate actions on health and safety issues such as, but not limited to safety promotion, employees safety training, injury prevention, and how to encourage employees to be more conscious of safety.

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

D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

10.2 Protective Clothing

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. "Protective Clothing" means attire including headgear that is worn over, or in place of, regular clothing and is necessary to: (1) protect the employees' clothing from damage or stains which would be present in the normal performance of their duties, and (2) protect the employee from contaminated clothing or materials. In addition, the State will provide waterproof boots in the event of sewage backup and will permit Hospital Workers to wear smocks for particularly dirty clean-up assignments.

B. Protective clothing provided pursuant to this Section is State-owned or leased property which will be maintained as the State deems necessary.

C. Employees issued State-provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided protective clothing.

D. When protective clothing is provided, the employee shall wear the protective clothing in accordance with instructions provided by the State.

E. Employees shall be reimbursed for personal clothing and/or articles necessarily worn or carried by the employee which are damaged or soiled beyond repair through no fault of the employee during the course of an employee's assigned duties.

10.3 Safety Goggles/Glasses

A. The State will provide safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.

B. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.

C. Safety goggles provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be

on the State in cases of loss or damage to State-provided safety goggles or glasses.

10.4 Safety-Toed Shoes/Boots

A. The State shall provide safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety-toed shoes/boots.

B. Employees shall wear safety-toed shoes/boots in accordance with instructions provided by the State.

10.5 Hazardous Materials

A. Upon request of the Union or an employee, the State shall provide a completed MSDS for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

C. An employee will receive training from his/her supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code Section 6390 to provide a MSDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only through the Director's level in the grievance procedure contained in Article 6 of this Contract.

10.6 Restroom Facilities

Where both male and female Unit 15 workers are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from facilities provided to inmates, wards, clients, patients and students, as the State determines resources permit.

10.7 Laundry and Kitchen Temperatures

A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in kitchen and laundry work areas.

B. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that they are working fewer hours during the hottest parts of the

day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens, shall be maintained by the State in good working condition.

10.8 Safety Alarms

- A. If required by the State, safety alarm devices will continue to be made available to Unit 15 employees in the Departments of Corrections, Youth Authority, Mental Health, Developmental Services, and the Department of Education, Special Schools.
- B. Unit 15 employees provided safety alarm devices will use them in accordance with instructions provided by the State.
- C. The State will maintain and/or replace the required devices as needed.

10.9 Infectious Disease Control Training

- A. The Departments of Developmental Services and Mental Health shall provide in-service training in infectious disease control and isolation procedures to Hospital Workers consistent with California Administrative Code Title 22. Upon request, other Unit 15 employees in the Departments of Mental Health and Developmental Services may be provided with Infectious Disease Control Training when space is available in scheduled courses and when these employees can be relieved of his/her regular duties.
- B. In other departments when similar training is scheduled for all employees, Unit 15 employees will be provided an opportunity to participate in such training.

10.10 CDC Training

- A. The Department of Corrections will endeavor to provide Unit 15 employees with forty (40) hours of Ancillary/Support Staff Training provided at the Training Academy. Efforts will be made to provide new Unit 15 employees with this training within six (6) months of being hired and for other Unit 15 employees on an on-going basis in equitable ratio to ancillary employees in other bargaining units working in institutions. Attendance at the training Academy will be based on the availability of funds and space basis.
- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed Academy training.
- C. The Department of Corrections may provide training in a variety of forums relative to job-related topics. The following components of training can be utilized to address the job-related topics but does not limit the Department to utilize other available training components: (1) resources from the Centralized Food Services Library; (2) Cook/Chill Training Handbook; and (3) Food Services Handbook to be used as a training aid/reference handbook.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.

E. The Union may propose revisions to the training program for Unit 15 employees to the Chief of Departmental Training who will consider this input and notify the Union of his/her decision.

10.11 CYA In-Service Training

A. In the Department of Youth Authority, in-service training includes, but is not limited to: ward supervision; working relationships with wards and ward disciplinary procedures, some of which generally encompass self-protection concepts.

B. New employees will be provided such training within six (6) months of being hired.

10.12 Professional Assaultive Response Training

A. The State shall provide Professional Assaultive Response Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of Mental Health (DMH). Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.

B. Upon request, other Unit 15 employees in DDS and DMH will be provided Professional Assaultive Response Training when space is available and arrangements can be made to relieve them of their regular duties.

C. Such training will occur during the employees' regular work shift. However, departments may adjust the employees' work schedule to allow for their participation in the training.

D. The Department of Education shall provide Professional Assaultive Response Training for all Unit 15 employees whose regular employment requires routine contact with students. Professional Assaultive Response Training involves training in procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the special schools. Such training shall occur prior to the termination of the school year.

10.13 Video Display Terminals

The State will provide Unit 15 employees required to work on video display terminals with instruction in the proper operation and adjustment of VDT's and VDT workstation equipment.

10.14 Access to Work Areas - 24 Hour Facilities

Upon request, a Unit 15 employee may be provided keys to his/her assigned area.

10.15 Referral of Assault/Battery

The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on a Unit 15 employee, to the appropriate prosecuting authority.

10.16 Precautions Against Exposure to the AIDS Virus/CDC AIDS Unit

Unit 15 staff should take reasonable precautions to prevent unnecessary exposure to the AIDS virus. In support of its staff, the Department of Corrections will provide the following:

A. The Department of Corrections shall utilize the best guidelines identified for both housing and control of inmates in the AIDS Unit to ensure the protection of staff from exposure to contagious/infectious disease. Examples of guidelines the Department of Corrections may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services (dated 10/30/87), guidelines issued by the Center for Disease Control (dated 8/21/87), and/or any updated guidelines that may be developed. Upon request, CSEA and/or a Unit 15 employee will be provided a copy of the aforementioned publications and/or other guidelines utilized by the Department of Corrections.

B. The Department of Corrections shall provide the necessary training to staff assigned to the AIDS Unit and who are responsible for the care and treatment of inmates with AIDS. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, CSEA will be provided with the State's approved training plan relative to AIDS Training for all employees assigned to the AIDS Unit.

C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

D. The Department of Corrections will use standard audit procedures regarding compliance issues related to inspections.

E. Employees who suspect potential contamination during the performance of their duties will be advised of the availability of an HIV test upon their request. Upon the employee's written request or upon request after a written incident report has been prepared by the employee, the Department of Corrections will provide the employee, who has suspected potential contamination, with an HIV test within three (3) work days of the suspected contamination. The test will be administered at no cost to the employee.

F. The Department of Corrections will utilize the most up-to-date guidelines provided to the Department for the processing of laundry. Minimum guidelines are currently cited in policy procedure L-3 through L-6 and addendum "Linen Processing for CIM/Lanterman State Hospital", pages 1 through 8. Upon request, Unit 15 employees will be provided a copy of the relevant sections of the policy procedure cited in this Sub-section.

G. Protective apparel shall be available to all staff. Unit 15 employees will be provided with disposable gloves in the AIDS Unit. Other Unit 15 employees may be provided with disposable gloves, upon request. A supply of these items should be maintained at the institution in such a manner so as to be accessible to other designated staff. In addition, the Department of Corrections will provide hand-cleaning materials, where appropriate.

H. CSEA will bring concerns regarding health and safety issues relative to the areas wherein Unit 15 employees work (kitchens, laundry, etc.), mailroom, clinic areas, and hospital to the local Health and Safety Committee for resolution.

I. This provision applies to any institution in the Department of Corrections which establishes an AIDS Unit. If an AIDS Unit is established in another State department and it affects Unit 15 employees, the State agrees to meet and confer regarding the impact, upon request.

10.17 Workplace Violence Prevention

A. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.

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

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

ARTICLE 11 - SALARIES

11.1 Salaries

A. Effective July 1, 1999, all Unit 15 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

B. Effective September 1, 2000, all Unit 15 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

C. The parties agree all employees in Bargaining Unit 15 shall be entitled to a four percent (4%) general salary increase and a one percent (1%) which equals five (5.04%) increase effective July 1, 1999.

11.2 Salary Definitions

Unit 15 hereby agrees to support the following changes to Article 5. of the Department of Personnel regulations to the effect if all bargaining units agree to the same.

599.666.2. THE PAY PLAN.

As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
- B. "Step" - for employees compensated on a monthly basis a "step" is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount. One step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300);
- C. "Rate" For employees compensated on a monthly basis a rate is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range;
- D. "Range differential" is the difference between the maximum rate of two salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two steps higher than or the same maximum salary rate of another salary range;
- F. "Higher salary range" is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range;
- G. "Lower salary range" is a salary range with the maximum salary of any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

599.668.1. Correction of Underpayment.

The effective date of correction of any salary rate to which an employee is entitled under Sections 599.676, 599.676.1, 599.679, 599.679.1, 599.681, 599.681.1, 599.683, 599.683.1, 599.685, 599.685.1, 599.688, 599.688.1, 599.689, or 599.689.1 shall be as of the time earned except that it shall not be prior to three years from the date the corrective action was initiated.

599.673.1. Entrance Rate

A. The minimum limit in the salary range for each class is the entrance rate except as otherwise provided in the act or in these rules. The appointing power may authorize a higher entrance rate upon finding that the higher rate is required because of labor market conditions or to hire a person with extraordinary

qualifications. The appointing power shall document the reasons for the higher entrance rate, as specified by the Department of Personnel Administration.

B. When there is more than one salary range for a class, the Department of Personnel Administration shall provide criteria to determine:

1. The ranges to which a position shall be assigned or the range which an employee shall receive,
2. Which rate in the range shall be received upon movement between ranges in the class, and
3. The conditions under which movement may be made from one range to another.

599.674.1. Rate on Movement Between Classes with Substantially the Same Salary Range.

Such movement may be in the same or to another department and by transfer, appointment from an employment list, temporary appointment, or reinstatement other than mandatory.

Except as provided in Section 599.690 for trade rate classes the salary rate payable to a permanent or probationary employee upon movement without a break in service between classes with substantially the same salary range shall be established as follows:

A. When moving to a class with the same salary range or a range not to exceed one step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in salary range not to exceed the total of the range differential between the maximum salary rates.

B. When moving, other than from a promotional employment list, to a class with a salary range more than one step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed one step above the rate last received. When moving to this class by an appointment from a promotional employment list, the employee shall be entitled to the rate in the salary range one step above the rate last received.

If the employee receives an increase, a new salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683.1, and 599.685.1 otherwise the salary adjustment anniversary date is retained.

599.675.1. Rate on Movement to Class with Lower Salary Range.

Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140. The provisions of this Section do not apply to demotion in lieu of layoff or demotion under Section 19253.5 after medical examination.

A. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who without a break in services moves to a class with a

lower salary range may receive any rate in the salary range provided it does not exceed the rate the employee last received. The employee's salary adjustment anniversary date shall be as provided under Sections 599.682, 599.682.1, 599.683.1, 599.685 and 599.685.1 unless the appointing power and employee agree to designate a different date.

B. Upon appointment to a deep class and to prevent a loss of salary because of ineligibility for appointment to a higher alternate salary range, the employee may receive a plus adjustment in addition to his/her base salary rate to equal the rate the employee last received. If a salary range change occurs before the employee progresses to the higher alternate range, the employee shall be eligible for any related salary adjustments, as they may be specified by the Department of Personnel Administration under Section 599.688.1 or 599.689.1. Upon movement to the higher alternate salary range, the employee may move to the salary rate within the salary range that equals the combined rate of their base salary and the plus adjustment unless the provision of Section 599.681.1 provides a greater benefit.

599.676.1. Rate on Movement to Class with Higher Salary Range

Such movement may be in the same or to another department and by appointment from an employment list, by temporary appointment, or by reinstatement.

Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who, without a break in service, moves to another class with a higher salary range shall be entitled to the rate in the salary range one step above the rate last received. If the movement is between two classes, one of which has an established rate of compensation other than a monthly rate, and the increase resulting from such adjustment amounts to less than one step in the salary range for the higher class, the employee shall be entitled to the next higher rate in the salary range which provides a one-step increase.

A new salary adjustment anniversary date is established subject to the provision of Section 599.682.1, 599.683.1 and 599.685.1

599.677.1 Rate on Reappointment or Reinstatement

Upon the determination of the appointing power that it is in the best interest of the State, an employee who is reappointed or reinstated, is provided the following:

- A. Unless otherwise provided under (B) the employee shall receive the following:
 - 1. As applicable, the employee shall receive the salary rate entitled to under Government Code Sections 19141, 19253.5, 19997.9, 19997.12 and 19775.6.
 - 2. Following a temporary separation, the employee shall receive the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.

3. In cases not covered by (1) or (2), the employee may receive any rate in the salary range not to exceed the salary rate received at the time of separation adjusted for salary range changes for the class since the separation.

B. The appointing power may authorize a higher salary rate than allowed in (A) because of labor market conditions, recognition of prior service or extraordinary qualifications. The appointing power shall document the reasons for the higher salary rate, as specified by the Department of Personnel Administration.

The salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683, 599.683.1, 599.685, 599.685.1, 599.687 and 599.687.1.

The Department of Personnel Administration may establish guidelines to be used in the application of this rule.

599.678. Rate on Reappointment or Reinstatement after Temporary Separation

Re-entry into State service may be in the same or another department and by appointment from a reemployment, employment list or reinstatement.

A person who is reappointed or reinstated within the period of reinstatement or reemployment list eligibility after temporary separation shall, if not entitled to a higher rate under Section 19141, 19253.5, 19997.12 and 19775.6 of the Act, receive a salary rate as follows:

A. To the same class, the salary rate received at the time of separation adjusted for the salary range changes for the class since the separation.

B. To another class with substantially the same salary range as the class from which separated, the salary rate may be either the same salary rate the employee would receive if appointed to such former class or the rate in the salary range which does not exceed the total number of range differentials above or below the rate the employee would receive if appointed to such former class.

C. To a different class which has a lower salary range than the class from which separated, a salary rate not to exceed the salary rate last received in the class from which separated, adjusted for the salary range changes of the latter class since separation.

D. This Department of Personnel Administration Regulation does not apply to State employees in State Bargaining Units.

599.679.1. Retention of Salary above the Maximum upon Movement Between Classes

A. Upon movement without a break in service to a class with a higher salary range, an employee receiving a salary above the maximum shall be entitled to a promotional adjustment as provided by these regulations unless such rate exceeds the maximum of the new class. In this event, the employee shall be

entitled to the same rate as was received in the class the employee left until such time as the maximum of the new class equals or exceeds this rate.

B. Upon movement without a break in service to a class with a salary range, that is two steps or more lower, an employee shall be entitled to the same dollar differential above the step to which entitled in the lower class as received in the higher class, until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140.

C. Upon movement without a break in services to a class with substantially the same salary range not covered by (A) or (B), an employee shall be entitled to the same rate received in the class left until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and by transfer and may be by appointment from an employment list, temporary appointment, voluntary demotion, or reinstatement under Government Code Section 19140.

599.681.1. Movement Between Alternate Ranges.

Unless otherwise authorized by alternate range criteria, when an employee qualifies under established criteria and moves from one alternate salary range to another alternate salary range of a class, the following shall apply:

A. Upon meeting deep class criteria, the employee shall receive the rate in the new salary range one step above the rate last received. A new salary adjustment anniversary date shall be established subject to Section 599.682.1, 599.683.1 and 599.585.13.

B. In instances not covered by (A) of specific alternate range criteria, the employee shall receive an increase or a decrease equivalent to the total of the dollar difference between the maximum salary rates of the alternate salary ranges. The employee's salary adjustment anniversary date is retained.

599.682.1. Qualifying Services for Merit and Special In-Grade Salary Adjustment

Except as provided in Section 599.675.1, 599.687, or 599.687.1 one month of qualifying service for merit and special in-grade salary adjustments shall be counted for each monthly pay period, which meets the conditions of Section 599.675.1 or 599.608 and has been:

A. In the State civil service or in an exempt appointment or office as provided in Government Code Section 19141; and

B. In the same class or in another class except for classes with a salary range that are two steps or more lower; and

C. Under any of the following types of appointments:

1. A permanent appointment.

2. A Career Executive Assignment appointment.
3. A temporary, emergency, or limited-term appointment preceding a mandatory reinstatement.
4. At the discretion of the appointing authority, credit may also be given for; a temporary appointment in a seasonal class; or a temporary or special limited-term appointment; or a temporary, emergency or limited-term appointment not covered by (3) above.

599.683.1. Merit Salary Adjustment

If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is not paid at the maximum step of the salary range shall receive a merit salary adjustment equivalent to five percent (5%) in the salary range provided that rate does not exceed the maximum salary rate effective on the first of the monthly pay period next following completion of:

- A. Twelve months of qualifying service after:
 1. Appointment; or
 2. Last Merit Salary Adjustment; or
 3. Last special in-grade salary adjustment; or
 4. Movement between classes which resulted in a salary increase of five percent or more; or
- B. When movement between classes results in a salary increase of less than five percent (5%). The Department of Personnel Administration shall provide that the number of months of qualifying service be proportionately reduced from twelve (12) to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received with a five percent (5%) increase.
- C. This Section shall not apply to Bargaining Unit 08.

599.684.1. Appeal from Merit and Special In-Grade Salary Adjustment Action

When an employee has not met the standards for efficiency required for the position, the supervisor shall so certify in the manner prescribed by the Director of the Department of Personnel Administration or the Department and shall recommend that the merit or special in-grade salary adjustment not be granted. In such cases, the adjustment shall not normally be considered again in less than three months. An employee whose merit or special in-grade salary adjustment will not be recommended by the supervisor shall be informed of the reasons for such action before the certification is made by the supervisor. The employee shall be informed in writing of denial prior to the effective date of the merit or special in-grade salary adjustment. Within ten (10) days after the employee is informed that the merit or special in-grade salary adjustment will not be recommended, the employee may file a written request with the appointing power

for reconsideration under the agency's Grievance Procedure. The employee may appeal to the Department of Personnel Administration within fifteen (15) days after having exhausted the departmental remedy as herein specified. In such appeal the determination of the appointing power to withhold a merit or special in-grade salary adjustment shall be sustained if supported by substantial evidence.

599.685.1. Special In-Grade Salary Adjustment

If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is paid at the minimum step of the salary range in a class designated by the Department of Personnel Administration may receive a special in-grade salary adjustment to the second step of the salary range effective on the first of the monthly pay period next following completion of:

- A. Six months of qualifying service after the appointment, or
- B. As otherwise may be provided by the Department of Personnel Administration.

When movement between classes to the minimum step results in a salary increase of less than one step, the Department of Personnel Administration shall provide that the months of qualifying service be proportionately reduced from six (6) to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received upon appointment to the minimum step with a five percent (5%) increase.

599.687.1. Effects of Breaks in State Service on Merit and Special In-Grade Salary Adjustments

- A. Periods of absence from State service resulting from a permanent separation shall not be counted as qualifying service for Merit Salary Adjustments and Special In-Grade Salary Adjustments.
- B. Any monthly pay period in which an employee has been absent as a result of a temporary separation of eleven (11) working days or less, may be disqualified for Merit Salary Adjustment or Special In-Grade Salary Adjustment if the supervisor certifies that the absence had affected the employee's ability to meet the standard of efficiency required for the position during the month.
- C. Periods of absence from State service for the following reasons shall be counted as qualifying services for Merit and Special In-Grade Salary Adjustments:
 - 1. Military leave and periods of rehabilitation provided by Section 19780 of the Government Code.
 - 2. Time during which the employee is receiving temporary disability for injury or disease as provided in Section 19991.4 of the Government Code.

3. Time during which the employee is receiving paid educational leave as provided in Section 19991.7 of the Government Code.

D. Monthly pay periods of qualifying services which immediately precede and follow a return from a temporary separation from service shall be added together for Merit and Special In-Grade Salary Adjustments. At the discretion of the appointing authority monthly pay periods of qualifying services which immediately precedes and follow a return from a permanent separation from services may be added together for Merit Salary Adjustment only.

599.689.1. Effect of Salary Range Changes

Unless otherwise provided by the Department of Personnel Administration, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date the range change was made effective shall be adjusted by the total of the range differentials between the maximum salary rates and shall retain the same salary adjustment anniversary date. When range changes are made effective retroactively, incumbents in the class between the effective date of the range change and the date of Department of Personnel Administration action, inclusive, shall also receive the same adjustment.

When salary range changes become effective the same date as an employee's salary adjustment anniversary date, the employee shall first receive any salary adjustment to which entitled and then receive the range differential adjustment.

When salary range changes become effective the same date as an employee's promotion, the salary adjustments shall be made in such order that the employee shall gain the maximum benefit from the adjustments.

599.795.1. Performance Appraisal of Probationers

A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. A written appraisal of performance shall be made by the employee's appointing power or designee within ten (10) days after the end of each one-third portion of the probationary period. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports. The foregoing provisions shall be construed as directory.

599.688.1. Effect of Reallocation of Positions

When the State Personnel Board divides a class into two or more separate classes, or consolidates two or more classes into a single class and grants status to incumbents, the Department of Personnel Administration shall negotiate salary eligibility with the employee organization(s), which represent the affected employees. Incumbent employees shall not receive a reduction in salary as a result of the classification separation or consolidation.

11.3 Timely Payment of Wages

A. Normally, an employee will receive his/her pay at the conclusion of the work shift, which completes the pay period.

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

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

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

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

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

D. This provision does not apply to those employees who have direct deposit.

E. Nothing in this subsection will prevent a department from continuing its policy if its policy is more liberal than this Subsection.

11.4 Merit Salary Adjustments

Employees shall receive annual Merit Salary Adjustments in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules. An employee shall be notified of the denial of a Merit Salary Adjustment prior to the employee's salary anniversary date. Notwithstanding DPA rule 599.684, an employee whose Merit Salary Adjustment is denied may appeal pursuant to Article 6, Grievance and Arbitration of this Agreement.

11.5 Shift Differential

A. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive fifty (50) cents per hour.

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

C. Shift differential payments are considered compensation for purposes of retirement.

D. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, NDI, IDL, and EIDL).

E. Unit 15 employees regularly assigned to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the periods of paid leave.

11.6 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive Bilingual Differential Pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - b. A hospital or institutional setting dealing with patient or inmate needs;
 - c. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

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

2. A monthly employee meeting the Bilingual Differential Pay criteria less than the entire pay period would receive the differential on a pro rata basis.
 3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 per hour.
 5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration, will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

11.7 Institutional Worker Supervision Pay Differential

- A. Effective July 1, 1992, Bargaining Unit 15 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$190.00 per qualifying pay period.
- B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.
- C. The pay differential shall be pro rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI or lump-sum vacation, sick and extra leave benefits.
- E. Alternate Range 40 (AR 40) compensation shall be discontinued effective July 1, 1992.
- F. Employees who received an AR40 which is greater than the amount specified in paragraph (a) above (when added to the employee's salary) shall receive a red circle rate equal to the difference between the AR40 pay as of July 1, 1992, and until such time as the employee's adjusted base salary plus the Institutional Worker Supervisory Pay Differential (IWSP) exceeds the employee's AR40 as of 7/1/91. For example, if an employee's AR40 pay equals \$2,500 on 7/1/91 and the employee's base salary without AR40 equals \$2,200, the employee shall continue to receive \$2,500 per month until his/her salary + \$190 (IWSP) equals \$2,500.

11.8 Worksite Pay Committee

- A. The Union and the State agree to provide for the ability of Unit 15 employees and a department of the State to form a committee to discuss and resolve problems regarding the impact of the payroll reporting system on the timely payment of wages for Unit 15.
- B. The composition of this committee may vary depending on the specific problem.
- C. Participation on such a committee by Unit 15 employees will be granted by the department for a reasonable number of Unit 15 representatives for a sufficient amount of time to address the problem(s) and based on valid operational needs of the department.
- D. Unit 15 employees who participate on such a committee will serve without loss of compensation.
- E. Unresolved disputes may be elevated to the Department of Personnel Administration for further review.

11.9 Labor-Management Committee on State Payroll System

A. The parties agree to establish a 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, direct deposit of employee pay, and design of and transition to a biweekly pay system.

B. The committee shall be comprised of an equal number of management representatives and labor representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. CSEA, Local 1000 may have four representatives who shall serve without loss of compensation.

11.10 Sustained Superior Accomplishment Awards

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

11.11 State Special Schools - Ten Month Compensation Agreement

The Special Schools in the Department of Education shall use the following work schedule policy for permanent, full-time Bargaining Unit 15 employees that are scheduled to work a ten (10) month school year.

A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board Rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California School for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately 1,734 hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Schools for Neurologically Handicapped Children will receive a minimum annual compensation equivalent to approximately 1,934 hours of the employees' regular (straight-time) rate of pay based upon their 25 day extended work year. The Special Schools may provide an annual compensation greater than 1,734 hours, (1,934 hours for Diagnostic School for Neurologically Handicapped Children employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or unpaid leave (including dock.) Priority consideration will be given first to regular work assignments, second to training, and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not

be available. Employees may request training that enhances the Special School program.

B. Employees covered by this Agreement:

1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 15 contract vacation leave provision.
2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However, the minimum annual compensation (1,734 or 1,934 hours) shall be reduced by the time utilized.
3. Sections B. (1) and (2) shall apply to permanent, part-time employees on a pro rata basis.
4. The seventy (70) hours of vacation leave credit (and pro-rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses. On site and/or offsite training may be made available to Bargaining Unit 15 employees during school break when students are not present. The parties agree to meet and discuss regarding the types of training that will be made available to State Special School employees within ninety (90) days from the date this contract is ratified.

D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Agreement are met.

E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this Section shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.

F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.

G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, CTO, personal holiday or holiday credit in July and a minimum of two (2) days of work, training, vacation, or CTO in August.

11.12 Deferred Compensation Plans

Employees in Unit 15 are to be included in the State of California, Department of Personnel Administration's 457 and/or 401K Deferred Compensation Plans.

11.13 Recruitment and Retention Differential

A. Upon approval by the Department of Personnel Administration, the Departments of Corrections and Youth Authority may provide a recruitment and retention differential of \$200.00 per month to employees in the classes listed below:

	CLASS	SCHEMATIC CODE
1.	Baker I - CF	DJ95
2.	Baker II - CF	DJ85
3.	Butcher - Meat Cutter II - CF	DK15
4.	Butcher - Meat Cutter I	DK20
5.	Cook I - CF	DJ45
6.	Cook II - CF	DJ35
7.	Supervising Cook I - CF	DJ25
8.	Food Service Supervisor I	DK40
9.	Food Service Worker I - CF	DK65
10.	Food Service Worker II - CF	DK55

B. It is understood by CSEA, Local 1000 that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities and that the decision to implement such a differential rests solely with the State.

C. Employees at locations authorized \$200.00 recruitment and retention differential shall continue to receive such differentials for the remainder of the fiscal year for which it was approved. Employees may continue to receive the differential for an additional fiscal year(s) subject to the availability of funds and the needs of the State.

D. Less than full-time permanent employees shall receive the recruitment and retention differential of \$200.00 on a pro rata basis.

E. Permanent intermittents shall receive a pro-rated recruitment and retention differential of \$200.00 based on the hours worked in the pay period.

F. Recruitment and retention differential payments shall not be considered as compensation for purposes of retirement contributions.

11.14 Recruitment and Retention, Avenal, Ironwood, Calipatria, and Chuckawalla Valley Prisons

A. Unit 15 employees who are employed at either Avenal, Ironwood, Calipatria, and Chuckawalla Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods after January 1, 1989, shall be eligible for a recruitment and retention bonus of \$2,400.00, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, and Chuckawalla Prisons there will be no pro rata payment for those months at either facility.

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

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, and Chuckawalla Prisons prior to completion of the qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.

E. No bonus shall be paid, including pro rata shares, prior to February 1, 1990.

F. 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.

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

H. Employees on IDL shall continue to receive the stipend.

I. If an employee is granted an unpaid leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months' maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.00.

J. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payment is dependent upon the availability of funds per fiscal year and the needs of the State. Such decision is not grievable or arbitrable.

11.15 RECRUITMENT AND RETENTION

- A. Upon approval by the Department of Personnel Administration, departments may provide Unit 15 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent intermittents shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department may withdraw any recruitment and retention differential for specific position(s), classifications, facilities or geographic locations for new hires with a 30-day notice to CSEA.
- F. It is understood by CSEA that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS

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 DPA rules and as set forth below. Lodging and/or means provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of \$25.00 or more requires a receipt; receipts may be required for items of expense that are less than \$25.00. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses. Each State agency shall determine the necessity for and method of travel.

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

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

outlined below.

Breakfast	up to	\$6.00
Lunch	up to	\$10.00
Dinner	up to	\$18.00
Incidentals	up to	\$6.00
Total	up to	\$40.00 (every full 24 hours of travel)

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

a. On the first day of travel on a trip of more than 24 hours:

Trip begins at or before 6 a.m.	breakfast may be claimed
Trip begins at or before 11 a.m.	Lunch may be claimed
Trip begins at or before 5 p.m.	dinner may be claimed

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

Trips ends at or after 8 a.m.	breakfast may be claimed
Trip ends at or after 2 p.m.	lunch may be claimed
Trip ends at or after 7 p.m.	dinner may be claimed

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

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

Travel begins at or before 6 am and ends at or after 9 am	Breakfast may be claimed
Travel begins at or before 4 p.m. and ends at or after 7pm	Dinner may be claimed

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

No lunch or incidentals may be claimed on a trip of less than 24 hours.

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. Regular State Business Travel:

a. Statewide, in all locations not listed in C below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to \$79.00 plus applicable taxes.

b. Effective November 2, 1999, Statewide, in all locations not listed in C below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to \$84.00 plus applicable taxes.

c. Effective November 2, 1999 through June 30, 2000, when employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and Central and Western Los Angeles reimbursement will be for actual receipted lodging to a maximum of \$110.00 plus applicable taxes. Central and Western Los Angeles is the territory bordered by Sunset Boulevard on the North, the Pacific Ocean on the West, Imperial Boulevard/Freeway 105 on the South and Freeways 110, 10, and 101 on the East. This area includes downtown Los Angeles, Inglewood, Los Angeles International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West Los Angeles, Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

2. State Sponsored Conferences or Conventions: For receipted lodging while attending State Sponsored Conferences or Conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging up to \$110.00 plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions: For receipted lodging while attending Non-State Sponsored Conferences or Conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

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

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from Department of Personnel Administration. Department of Personnel Administration 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 his/her home or headquarters.

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

1. Full Long-term Travel: In order to qualify for full long-term 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 \$200.00 per month. The employee on full long-term travel who is living at the long-term location may claim either:

- (1) Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130.00 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or
- (2) Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
- (3) An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.

D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-

term out-of-state travel will be reimbursed in accordance with the provision of Long-term Travel above.

E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulation 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 provision of Long-term Travel above, or as determined by DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. 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. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement

a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business, the employee will be allowed to claim and be reimbursed 31 cents per mile. 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 his/her normal commute.

2. Specialized Vehicles - An employee who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only a specially equipped or modified vehicle, may claim from 31 cents to 37 cents per mile, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per

statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with Department of Personnel Administration Rule 599.628.1 and the State Office of Risk and Insurance Management.

4. 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 before his/her normally leaves his/her home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25.00 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than \$25.00 when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, fax or other business charges related to State business of \$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 order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

12.2 Moving and Relocation Expenses

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

12.3 Business Equipment, Materials, Tools, and Supplies

In recognition of the unique operational needs and safety issues, the State shall provide all business equipment, materials, tools and supplies deemed necessary by the State for Unit 15 employees to perform their duties. Business equipment, materials, tools and supplies provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided business equipment, materials, tools and supplies shall be held responsible for loss of and/or damage to those items other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage of the business equipment, materials, tools or supplies.

Employees believing that they require additional items other than provided by the State can make a request for such items from the supervisor.

12.4 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 replacement allowance based on actual costs substantiated with a receipt for an amount to be determined by the State, but not to exceed \$405.00 per year.

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

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

D. In those cases where the State does not provide the uniform to be worn, the employee shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

E. Employees shall wear their required uniforms only in an official capacity except the employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

F. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

Single Source Vendor

G. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules and regulations.

H. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

I. The Department of General Services agrees to continue providing pants to those employees who are currently receiving them. This provision includes any new utility employee.

12.5 Overtime Meals

A. The State shall provide Unit 15 employees with a meal allowance or furnish a meal when the employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift.

When a meal is not provided by the State, the State will reimburse the employee up to \$8.00 for the cost of purchasing a meal.

In the event that an employee works an additional six (6) overtime hours after qualifying for the first overtime meal, the State will reimburse the employee up to \$7.50 for the cost of purchasing a second meal when the State does not provide it. Receipts may be required.

B. Overtime Meal Allowances - Department of Corrections/Department of the Youth Authority.

1. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six-hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any 24-hour period.

2. Unit 15 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this Section.

4. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

The employee may use the meal ticket as provided in (a) and (b) below:

a. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a 90-day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in (b) below.

b. Employees issued meal tickets may receive reimbursement for the meal ticket in accordance with the local institution policy. Employees requesting reimbursement under this option will receive \$6.00, regardless of the value assigned to the meal ticket by local management.

c. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the \$6.00 reimbursement for overtime meal allowances earned.

5. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this Article if there is no on-site employee facility which serves hot meals.

12.6 License Renewal Fees

A. The State agrees to reimburse permanent employees for the actual cost of license renewal fees if the employees are required by law to maintain a license as a condition of employment and where such license is issued by the State of California.

B. The following classes shall be covered by this provision:

SCHEMATIC CODE	CLASS
DE70	Barbershop Manager
DE80	Barber
DE85	Barber, Correctional Facility
DF10	Beauty Shop Manager

12.7 Rental and Utility Rates

A. RENT

For the duration of this Contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased annually by the State as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to \$75.00 per month. When an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market Value.
3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where the rental of State housing is made a condition of employment, the State may charge the employee ten (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. UTILITIES

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

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. The parties agree that such increases, if any, will be uniformly applied to all represented employees who are similarly situated.

12.8 Transportation Incentives and Parking Rates

A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65.00 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. The State shall provide \$100.00 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. For the term of this Agreement, the parties agree that the State may increase parking rates in existing lots, in urban congested areas, no more than twenty dollars (\$20.00) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared for rates for covered parking.

E. By April 1, 2000, the State shall develop a system for employees where parking fees may be paid with pre-tax dollars.

F. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

12.9 Class A/B Commercial Driver's License

A. Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

B. Medical Exam

1. Effective with the signing of this Agreement, the State agrees to pay the cost of medical examinations for employees required to have either a

Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

- a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
- b. A second medical examination is authorized and conducted; and
- c. The second medical certification is accepted by DMV.

3. The State will not reimburse the employee for a second medical that sustains the results of the first. Costs for additional medical re-examination shall be the responsibility of the affected employee.

C. License Fee Reimbursement

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

- a. The employee is authorized at least ten (10) work days in advance by his/her supervisor to take the examination;
- b. The employee has a valid, current medical certification acceptable to the (DMV).
- c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees paid by an employee will be for that portion of the commercial driver's license fee [including the cost of endorsement(s) required by the appointing power]

which exceeds the cost of the regular non-commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for CDL Examination

1. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

- a. The employee is required to have the designated commercial driver's license and endorsement(s);
- b. The examination is scheduled during the employee's scheduled work hours;
- c. The examination does not interfere with operational needs of the department; and
- d. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

2. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

ARTICLE 13 - CAREER DEVELOPMENT

13.1 Orientation and Safety Training

A. Departments may provide on-the-job orientation for all Unit 15 employees within three (3) months of being hired.

B. The intent of the orientation shall be to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

13.2 State-Required Training

A. The State agrees to reimburse Unit 15 employees for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course

required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses.

B. Reimbursement for the above expenses shall be in accordance with Section 12.1 of this Contract.

C. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.

D. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

E. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

13.3 Career-Related Training

A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course-required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.

B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

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

E. By December 31, 1999, each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.

13.4 Agreement Regarding Transfer of Janitorial/Housekeeping Services

A. This Agreement shall become a part of this Contract between the Department of Developmental Services and the Department of Personnel Administration

(hereafter referred to as the State) and the California State Employees Association, SEIU Local 1000, AFL-CIO, Allied Services Bargaining Unit 15 (hereafter referred to as the Union);

B. This agreement shall cover all rank and file permanent janitorial/housekeeping workers at, Fairview, Agnews, Lanterman, Porterville, and Sonoma, who are affected by the contracting out of janitorial/housekeeping work to United Health Services, Inc., a private contractor;

C. "Golden Handshake" provisions shall apply to unaccommodated workers whenever a Developmental Center or the Department of Developmental Services elects to participate in a "Golden Handshake" program for any of its employees;

D. A Job Placement Coordinator shall be identified at each Developmental Center to advise, counsel, and place employees in new career opportunities;

E. The provisions as defined in Government Code Section 19130(a)(3) will apply to such employees defined in Section 2 above, with respect to contracting out janitorial/housekeeping work from the above-mentioned Developmental Centers to United Health Services, Inc., a private contractor;

F. All affected permanent workers shall be guaranteed placement in jobs at a salary level equal to their current classification and will continue to receive their current salary until the salary of the new classification exceeds the old salary;

G. All affected permanent workers will retain his/her current classification and be retained as such on the State payroll unless the worker chooses to voluntarily transfer to another classification;

H. The State may waive the probationary period for the new classification, include the time worked in the former classification (if still on probation) toward the probationary period required in the new classification or require a new probationary period in the new classification to which the worker is transferred;

I. In cases where the probationary period is waived for a new position, the affected worker shall retain the right to return to his/her former janitor/housekeeper classification within six (6) months of his/her reclassification, if the new position is unsuitable to him/her. The right of return may be exercised no more than two (2) times by each employee;

J. Affected workers who fail to complete the probationary period for the classification to which they were transferred shall be reappointed to the step in the janitor/housekeeper classification previously vacated. This type of assignment will not cause the displacement of other Unit 15 workers nor cause a reduction in the time base of any Unit 15 worker. The State agrees that workers who return to their former classification as a result of a rejection on probation shall retain the MSA date originally established for their janitor/housekeeper position and receive any MSA's they would have received had the transfer not occurred;

K. The State agrees to provide opportunities for the affected workers to participate in 20/20 career programs. It shall be the intent of each 20/20 program to provide enhanced career opportunities to employees choosing to participate.

Where necessary, 20/20 career plans shall include programs for employees to develop a greater proficiency in reading, writing, and speaking skills necessary to communicate in the English language to enhance their ability to successfully perform in other classifications;

L. The State agrees to sponsor apprenticeship programs for workers who wish to transfer to apprenticeship trade and craft classifications or to the Psychiatric Technician Apprenticeship Program;

M. Preferred consideration shall be granted affected workers under Items K and;

N. Upon approval, unaccommodated workers will be allowed a reasonable amount of paid time off to interview for positions both inside and outside State service;

O. Affected workers moved by mutual agreement shall receive all allowable moving expenses;

P. Upon request, affected workers who voluntarily transfer to a new classification as a result of the contracting out of their work shall receive first priority to return to their janitorial position should the Developmental Center resume performing janitorial work;

Q. Two (2) Union representatives from within each facility will be allowed paid release time to participate in facility meetings with the affected workers. Also, information regarding the transition of the janitorial work and/or progress/placement of the affected workers will be made available to the Union representatives, upon request;

R. The Developmental Centers will maintain a tracking system of all permanent janitorial/housekeeping workers within the Department to monitor their placement. The listings, by facility, will show the names of all workers who have been accommodated, the position into which he/she was transferred, the date of transfer, other accommodation plans and/or temporary training assignment. This list will be maintained by each facility and updated monthly until all workers have been placed in other permanent positions;

S. Workers retained in their janitorial/housekeeping classification may be temporarily reassigned to other duties. Workers so reassigned will be compensated for out-of-class work at their janitorial/housekeeping salary rate or at the rate designated for their reassigned position whichever is higher. This compensation scheme will be for the entire length of the out-of-class assignment. This provision shall not apply to formal training and development assignments;

T. Temporary reassignments in one position not covered by an out-of-class compensation assignment or formal training and development assignment will not extend beyond 120 calendar days without a personal reevaluation between the unaccommodated employee, the Job Placement Coordinator, and/or his/her designee.

U. The Union agrees to withdraw from further litigation the issue of displacement as defined in Government Code Section 19130(a)(3); the issue of adverse affects on the State's affirmative action efforts as defined in Government Code Section

19130(a)(4); and the issue of cost-savings as defined in Government Code Section 19130(a)(5) as these issues apply to the aforementioned employees in the Developmental Centers.

13.5 Agreement Regarding Transfer of Developmental Centers Laundry Services (Lanterman, Sonoma) and Mental Health Laundry Service (Napa)

A. The Labor/Management Agreement regarding the transfer of laundry services from Lanterman and Sonoma Developmental Centers and Napa State Hospital is amended as follows and will remain in effect for the duration of this Contract:

1. This Agreement shall cover all rank-and-file laundry employees at Lanterman, Napa, and Sonoma State Hospitals who are affected by the transfer of Laundry Services from the above-mentioned State Hospitals to Prison Industries.
2. No employee(s) shall be laid off as a result of the transfer of Laundry Services from the above-mentioned State Hospitals to Prison Industries.
3. All affected laundry employees shall be guaranteed placement in jobs at a salary level equal to, or better than their current position.
4. It is the intent of the Department to maintain a small Laundry Distribution Center at each hospital. Current employees expressing a desire to remain in the Laundry Distribution Centers shall be granted this choice on the basis of State seniority.
5. A Job Placement Coordinator shall be identified at each hospital to advise, counsel and place employees in new career opportunities.
6. "Golden Handshake" provisions shall apply to unaccommodated workers whenever a Developmental Center or State Hospital or the Department of Developmental Services or the Department of Mental Health elects to participate in a "Golden Handshake" program for any of its employees.
7. The Departments of Developmental Services (DDS) and Mental Health (DMH) agree to provide opportunities for the affected employees to participate in 20/20 career programs. It shall be the intent of each 20/20 program to provide enhanced career opportunities to employees choosing to participate. Additionally, each 20/20 training program shall comply with the applicable rules and regulations granting such career development plans. Further, where necessary, 20/20 career plans shall include programs for employees to develop a greater proficiency in reading, writing, and speaking skills necessary to communicate in the English language to enhance their ability to successfully perform in other classifications.
8. DDS and DMH agree to sponsor apprenticeship programs for employees who wish to transfer to apprenticeship trade and craft

classifications, provided they are reachable on the appropriate employment list.

9. Preferred placement shall be granted affected employees under Items 7 and 8.

10. Affected employees shall be allowed a reasonable amount of paid time off to interview for positions both inside and outside State service.

11. Affected employees who fail to complete the probationary period for the classification to which they were transferred, shall be reappointed to the step in the Laundry Worker classification previously vacated, and assigned either back to the Laundry Distribution Center proper, or to a hospital unit to provide laundry services. This type of assignment will not cause the displacement of other Unit 15 workers nor cause a reduction in the time base of any Unit 15 worker. The Departments of Developmental Services and Mental Health agree that employees who return to the Laundry Worker classification as a result of a rejection on probation shall retain the MSA date originally established for their Laundry Worker position and receive any MSA's they would have received had the transfer not occurred.

12. Affected employees moved by mutual agreement shall receive moving expenses in accordance with DPA rules, regulations, and applicable Government Codes.

13. Affected employees transferred by mutual agreement shall receive first priority to return to their previous work location should a vacancy(s) occur in their current classification.

14. CSEA shall adopt a "non opposed" position before the Legislature regarding these transfers of Laundry Services from the affected hospital(s) to Prison Industries.

15. Information regarding the transition of the laundry work and/or progress/placement of the affected employees will be made available to the CSEA representative.

16. The State hospitals will maintain a tracking system within the Department to monitor the placement/progress of the affected workers for the duration of this Contract.

17. Disagreements regarding matter(s) affecting this Agreement shall be subject to Article 6 (Grievance and Arbitration Procedure), as contained in the Contract between the State of California and the California State Employees Association, Bargaining Unit 15 (Allied Services).

18. All affected permanent employees will retain his/her current classification and be retained as such on the State payroll unless the employee chooses to voluntarily transfer to another classification;

19. The State may waive the probationary period for the new classification, include the time worked in the former classification (if still

on probation) toward the probationary period required in the new classification or require a new probationary period in the new classification to which the employee is transferred;

20. In cases where the probationary period is waived for a new position, the affected worker shall retain the right to return to his/her former laundry classification within six (6) months of his/her reclassification, if the new position is unsuitable to him/her. The right of return may be exercised no more than two (2) times by each employee;

21. Employees retained in their laundry classification may be temporarily reassigned to other duties. Workers so reassigned will be compensated for out-of-class work at their laundry classification salary rate or at the rate designated for their reassigned position, whichever is higher. This compensation scheme will be for the entire length of the out-of-class assignment. This provision shall not apply to formal training and development assignments.

22. Temporary reassignments in one position not covered by an out-of-class compensation assignment or formal training and development assignment will not extend beyond 120 calendar days without a personal reevaluation between the unaccommodated employee, the Job Placement Coordinator, and/or his/her designee.

13.6 Agreement Regarding Transfer of Developmental Centers Laundry Services (Agnews, Fairview, Porterville)

A. The Labor/Management Agreement regarding the transfer of laundry services from Agnews, Fairview, and Porterville Developmental Centers is established as follows for the affected laundry employees:

1. This agreement shall become a part of this Contract between the Department of Developmental Services and the Department of Personnel Administration (hereafter referred to as the State) and the California State Employees Association, SEIU Local 1000, AFL-CIO, Allied Services Bargaining Unit 15 (herein referred to as the Union);
2. This Agreement shall cover all rank and file permanent laundry employees at Agnews, Fairview, and Porterville Developmental Centers who are affected by the transfer of laundry services from the above mentioned Developmental Centers to prison laundries under Prison Industry Authority;
3. All affected laundry employees shall be guaranteed placement in jobs at a salary level equal to their current classification and will continue to receive their current salary until the salary of the new classification exceeds the old salary;
4. It is the intent of the Department to maintain a small Laundry Distribution Center at each Developmental Center. Current employees expressing a desire to remain in the Laundry Distribution Centers shall be granted this choice on the basis of State seniority;

5. A Job Placement Coordinator shall be identified at each Developmental Center to advise, counsel, and place employees in new career opportunities;
6. "Golden Handshake" provisions shall apply to unaccommodated workers whenever a Developmental Center or the Department of Developmental Services elects to participate in a "Golden Handshake" program for any of its employees;
7. All affected permanent employees will retain his/her current classification and be retained as such on the State payroll unless the employee chooses to voluntarily transfer to another classification;
8. The State may waive the probationary period for the new classification, include the time worked in the former classification (if still on probation) toward the probationary period required in the new classification or require a new probationary period in the new classification to which the employee is transferred;
9. In cases where the probationary period is waived for a new position, the affected worker shall retain the right to return to his/her former laundry classification within six (6) months of his/her classification, if the new position is unsuitable to him/her. The right of return may be exercised no more than two (2) times by each employee;
10. Affected workers who fail to complete the probationary period for the classification to which they were transferred shall be reappointed to the step in the laundry classification previously vacated. This type of assignment will not cause the displacement of other Unit 15 employees nor cause a reduction in the time base of any Unit 15 employee. The State agrees that workers who return to their former classification as a result of a rejection on probation shall retain the MSA date originally established for their laundry position and receive any MSAs they would have received had the transfer not occurred;
11. The State agrees to provide opportunities for the affected employees to participate in 20/20 career programs. It shall be the intent of each 20/20 program to provide enhanced career opportunities to employees choosing to participate. Where necessary, 20/20 career plans shall include programs for employees to develop a greater proficiency in reading, writing, and speaking skills necessary to communicate in the English language to enhance their ability to successfully perform in other classifications;
12. The State agrees to sponsor apprenticeship programs for employees who wish to transfer to apprenticeship trade and craft classifications or to the Psychiatric Technician Apprenticeship Program;
13. Preferred consideration shall be granted affected employees under Items 11 and 12;

14. Affected employees shall be allowed a reasonable amount of paid time off to interview for positions both inside and outside State service. Each employee will be allowed a maximum of four (4) interviews with paid time off not to exceed three (3) hours per each interview for the term of this Contract or up to six (6) months after the time the laundry service is transferred from each Developmental Center in which such an employee works to prison laundries under Prison Industry Authority;

15. Affected employees moved by mutual agreement shall receive all allowable moving expenses;

16. Upon request, affected employees who voluntarily transfer to a new classification as a result of the transfer of laundry service from his/her Developmental Center to the prison laundries under the Prison Industry Authority shall receive first priority to return to their laundry position should the Developmental Center resume performing laundry service work;

17. Information regarding the transition of the laundry service work and/or progress/placement of the affected workers will be made available to the Union representatives, upon request;

18. The Developmental Centers will maintain a tracking system of all permanent laundry employees within the Department to monitor their placement. The listings, by facility, will show the names of all employees who have been accommodated, the position into which he/she was transferred, the date of transfer, other accommodation plans, and/or temporary training assignment. This list will be maintained by each facility and updated monthly until all employees have been placed in other permanent positions;

19. Employees retained in their laundry classification may be temporarily reassigned to other duties. Employees so reassigned will be compensated for out-of-class work at their laundry classification salary rate or at the rate designated for their reassigned position, whichever is higher. This compensation scheme will be for the entire length of the out-of-class assignment. This provision shall not apply to formal training and development assignments.

20. Temporary reassignments in one position not covered by an out-of-class compensation assignment or formal training and development assignment will not extend beyond 120 calendar days without a personal reevaluation between the unaccommodated employee, the Job Placement Coordinator, and/or his/her designee.

13.7 Laundry Service at Yountville - Department of Veterans Affairs

A. All affected civil service employees will not be displaced. The term "displaced" includes layoff, demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. All affected civil service employees will be guaranteed

placement in positions with a salary level equal to or better than their current position.

B. As the laundry services are phased out, non civil service (MSOT) laundry employees will be eliminated prior to the mandatory transfers of civil service employees currently working in the laundry.

C. Permanent civil service employees will be transferred by volunteers first, then by inverse seniority. All current laundry staff will be given every consideration in regard to their choice of job placement.

D. Employees placed in Training and Development (T&D) assignments, who are not promoted into the position at the close of the assignment, will be placed in a position at a salary level equal to or better than their current position.

E. Should an opening become available in the laundry (linen distribution), employees who have transferred out of the laundry will be offered the position, prior to its posting, in order of seniority. Time Frame: three (3) years effective from date of transfer.

F. The Department agrees to rescind the unilateral changes made to the vacation scheduling policy. Vacation time will be granted following the same policy that was in place prior to the changes that were made in laundry service January 1999, will be granted while in the laundry. Every effort will be made to honor requests when an employee transfers to another service.

ARTICLE 14 - PERSONNEL EVALUATION/PERSONNEL FILES

14.1 Performance Appraisal of Permanent Employees

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.

B. Written counseling memos or Individual Development Plans regarding the quantity of work performed by a Unit 15 employee will be based on what is reasonably expected of the average employee who works within the same classification. To the extent that the counseling memos or Individual Development Plans are maintained in the employee's official personnel file, alleged violations of this Subsection shall be subject to appeal through the fourth step of the grievance procedure only. However, should the evaluation become part of the basis for an adverse action taken against the employee, they shall no longer be considered grievable.

14.2 Personnel Files

There will be only one official personnel file and normally one supervisory work file regarding each Unit 15 employee and these files will be maintained as follows:

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, an employee will be informed of the existence and location of the supervisory work file.

B. Information in an employee's official departmental personnel file and the supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.

C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, where possible, 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 even if he/she refuses to sign it.

D. An employee or his/her authorized representative has the right to inspect his/her 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.

E. The employee shall have a right to insert in his/her official personnel file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

F. Any performance evaluation conducted of an employee who is a participant in the Union/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

G. Material relating to an employee's performance included in the employee's departmental personnel files shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

14.3 Employee Group Meetings

Supervisors will conduct periodic meetings with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to their work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to their management for consideration.

14.4 Personal Performance Session

Meetings between a Unit 15 employee and the State concerning work performance or work-related problems should be held in private and in a location sufficiently removed from the hearing range of other persons.

ARTICLE 15 - CLASSIFICATION

15.1 Classification Changes

A. When the Department of Personnel Administration (DPA) desires to establish a new classification and assigns it to Bargaining Unit 15 or modifies an existing one that is in Bargaining Unit 15, DPA shall inform the Union of the proposal during DPA's preparatory stages of the proposal. The Union may request to meet with the DPA regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for the Union to provide input. Upon request, the DPA may furnish the Union with drafts of the proposed classification specifications.

B. DPA shall notify and submit to the Union the final classification proposal at least twenty (20) work days prior to the date the SPB is scheduled to adopt it.

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

D. DPA shall meet and confer, if requested in writing, within five (5) work days from the date SPB approved the classification change, regarding only the compensation provisions of the classification.

E. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 6.

15.2 Out of Classification Assignments

A. Notwithstanding Government Code Sections 905.2, 19818.8, 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during a fiscal year.

B. Out-of-Class

If a department head or designee requires an employee 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 his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires 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 his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds 120 consecutive calendar days, the employee shall be entitled to receive the difference between his/her 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 120 consecutive calendar days. 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 Section, no employee may be compensated for more than one (1) year of out-of-class work for any one assignment.

C. Should any employee file suit against the Union seeking to declare this provision illegal, the State shall indemnify the Union for any costs incurred in defending itself.

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

E. It is not the State's intent to select employees for out-of-class assignments based on favoritism.

F. If any dispute arises about this out-of-class section (Subsection A. through E.), an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be final. Approved out-of-class grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.

15.3 Janitorial Staffing Levels for Cleaning

A. It is the responsibility of the Department of General Services to adopt and promote a uniform staffing level for the cleaning of State-owned buildings and leased buildings cleaned by State civil service janitors. This staffing level has been identified at an average of 19,000 gross square feet per janitor.

B. All State agencies employing janitors will base their cleaning program of this 19,000 square feet standard. Staffing at individual buildings may vary above or below the standard according to conditions; however, each agency's total janitor workforce must be programmed at 19,000 gross square feet per position.

C. Requests for new janitorial positions submitted to the Department of Finance that exceed the 19,000 gross square feet standard must have prior approval of the Department of General Services, Office of Buildings and Grounds. The

Chief, Office of Buildings and Grounds, will make a determination if any mitigating situations such as building function, location, occupancy and traffic warrant an enrichment of staffing levels.

15.4 Duty Statements

- A. Upon request, a Bargaining Unit 15 employee shall be provided a duty statement.
- B. The duty statement shall be determined by the appointing power and will be consistent with the Unit 15 employee's classification.
- C. This section is not grievable or arbitrable.

15.5 Classification Title Change

A. During the life of this contract, the Department of Personnel Administration shall discuss with Departments the following classification titles regarding title changes within six (6) months of date of contract ratification.

- Food Service Worker I (2194)
- Food Service Worker II (2193)
- Food Service Worker (Correctional) (2196)
- Food Services Supervisor I (2258)
- Cook I (2185)
- Cook II (2884)
- Supervising Cook I (2181)

B. The Department of Personnel Administration shall adhere to the appropriate procedures for changing the classification titles.

ARTICLE 16 - TRANSFERS

16.1 Employee Opportunity Transfers

A. 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. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

16.2 Appeal of Involuntary Transfers

A. An involuntary transfer which reasonably requires an employee to change his/her 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 Department of Personnel Administration disapproves the transfer, the employee shall be returned to his/her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.

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

16.3 Change In Work Location

The State shall provide a Unit 15 employee with fifteen (15) calendar days notice of a permanent change in their work location when the change is made at other than the employee's request. Upon request, a Unit 15 employee will be given the reasons in writing.

An employee can submit a written request to change his/her work location.

16.4 Work Assignment Changes

A. Unit 15 employees wishing a work assignment change not involving a geographic relocation shall submit a written request to the facility/program

management or designee. When the employer determines that a vacancy in the requested work assignment is available, the supervisor shall consider employees with requests on a basis including:

1. The needs of the clients/patients/wards, etc;
2. Skills and abilities;
3. Needs of the facility;
4. Staffing requirements;
5. Performance and attendance;
6. Seniority.

B. It is not the State's intent to select employees based on favoritism.

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 layoff employees pursuant to this Section.

B. Order of Layoff.

Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and DPA 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 sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration.

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

E. Transfer or Demotion in Lieu of Layoff.

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

F. Reemployment.

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

G. State Service Credit for Layoff Purposes.

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.

H. Departmental Vacancies.

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

17.2 Reducing the Adverse Effects of Layoff

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

17.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the

State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

17.4 Continuation of Benefits

Unit 15 employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

17.5 Layoff Employee Assistance Program

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

17.6 Military Installations

The State agrees to notify the Union at such time the State becomes aware of Federal Government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

ARTICLE 18 - RETIREMENT

18.1 First Tier Retirement Formula (2% @ 55)

A. The Union and the State (parties) agree that the legislation implementing this Agreement shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS Board adopting a Resolution that will employ, for the June 30, 1998 Valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS Board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.

C. The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

D. There would be factors for attained quarter ages, such as 52 3/4, that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the Memorandum of Understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.

E. The amount of member contributions required of employees who will be covered under these new factors will continue to be five percent (5%) of monthly compensation in excess of \$513.00.

18.2 First Tier Eligibility For Employees In Second Tier

A. The Union and the State (parties) agree that the legislation implementing this Agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this Article. The parties further agree that the provisions of this Article will be effective only upon the CalPERS Board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period beginning July 1, 1999. The parties agree to jointly request the CalPERS Board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to

establish more flexible purchase provisions for employees. These include, but are not limited to increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

C. New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he or she would remain in the First Tier plan.

D. Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at six (6) percent, annually compounded.

18.3 Retirement Formula For Safety Members 2.5% @ 55

A. The Union and the State (parties) agree that the legislation implementing this Agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS Board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of the Union will be 2.5% of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.

B. The Union agrees that the rate of contribution for Safety members who are subject to the new 2.5% @ 55 formula shall be no greater than eight percent (8%) of monthly compensation in excess of \$238.00, effective on and after July 1, 2001.

18.4 1959 Survivors' Benefits – Fifth Level

A. Employees in this Unit who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not

covered by Social Security and whose death occurs on or after the effective date of the Memorandum of Understanding for this Section.

B. The contribution for employees covered under this new level of benefits will be \$2.00 per month. The rate of contribution for the State will be determined by the CalPERS board.

C. The survivors' benefits are detailed in the following schedule:

1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse.....\$1,800.00.
2. A spouse with one eligible child, or two eligible children not in the care of the spouse.....\$1,500.00.
3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62.....\$750.00.

18.5 Employer "Pickup" of Employee Retirement Contributions

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the Bargaining Unit covered by this Contract. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Section:

A. Definitions: Unless the context otherwise requires, the definitions in this Section govern the construction of this Section:

1. "Employees". The term "employees" shall mean those employees of the State of California in the Bargaining Unit covered under this Contract who make employee contributions to the CalPERS retirement system.
2. "Employee Contributions". The term "employee contributions" shall mean those contributions to the CalPERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
3. "Employer". The term "employer" shall mean the State of California.

4. "Gross Income". The term "gross income" shall mean the total compensation paid to employees in a Bargaining Unit covered under this Contract by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

5. "Retirement System". The term "retirement system" shall mean the CalPERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code 20000, et seq.).

6. "Wages". The term "wages" shall mean the compensation prescribed in this Contract.

B. Pick Up of Employee Contributions:

1. Pursuant to the provisions of this Contract, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under the first paragraph of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under the first paragraph of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Contract.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Contract directly instead of having them paid to the retirement system.

C. Wage Adjustment

Notwithstanding any provisions of this Contract to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. Limitations to Operability

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under provisions of the Internal Revenue Code.

E. Non-Arbitrability

The parties agree that no provisions of this Section shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Contract.

18.6 Employee Retirement Contribution Reduction

The State agrees to reduce each Unit 15 employees' Public Employees Retirement System retirement contribution \$12.00 per month from January 1, 2000 through August 31, 2000. For the purpose of making such payments, the State Controller shall increase the amount of salaries and wages currently excluded from the Public Employees Retirement System's normal rate of contribution to a level which will provide up to a maximum reduction of \$12.00 per month in each employee's monthly retirement contribution to the Public Employees Retirement System. This means that the State will pay \$12.00 for each BU 15 employee per month for a period of eight (8) months.

18.7 Alternative Pre-Retirement Death Benefit

A. The Union agrees to support legislation that would provide State employees with an improved "alternative pre-retirement death benefit" and for the ability for the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

1. Section 21547 of the Government Code is amended, to read:

a. 21547. Notwithstanding any other provision of this Article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a State member on or after January, 1993, who is credited with twenty (20) years or more of State service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The Board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The Board shall calculate the monthly allowance that shall be payable as follows:

(1) To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.

(2) To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this Section, a "surviving child" includes a posthumously born child of the member.

(3). This Section shall only apply to member employed in State bargaining Units for which a Memorandum of Understanding has been agreed to by the State employer and the recognized employee organization to become subject to this Section, members who are excluded from the definition State employees in Subdivision (c) of Section 3513, and members employed by the Executive Branch of government who are not members of the civil service.

(4) For purposes of this Section, "State service" means service rendered as a State employee, as defined in Section 19815. This Section shall not apply to any contracting agency nor to the employees of any contracting agency.

2. Section 21547.5 is added to the Government Code, to read:

a. 21547.5. For any survivor receiving a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible to if his or her death had occurred on and after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

3. Section 22811.6 of the Government Code is repealed.

4. Section 22957.5 of the Government Code is repealed.

ARTICLE 19 PERMANENT INTERMITTENT APPOINTMENTS

19.1 Permanent Intermittent Appointments

A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et. seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

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

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

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

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

1. Sick Leave

- a. A permanent intermittent employee in Bargaining Unit 15 who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay.
- b. Both parties agree and understand that application of this Section may vary.
- c. Sick leave may be requested and taken in thirty (30) minute increments.
- d. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
- e. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2, Sick Leave.

2. Vacation Leave: A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1 on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1 on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the permanent intermittent employee in a lump sum payment for accumulated vacation leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
- c. Allow the permanent intermittent employee to retain his/her vacation credits; or
- d. Effect a combination of (a), (b) or (c) above.

3. Holidays: A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays, and Department of Personnel Administration policies and rules.

4. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

5. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 8.12 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

6. **Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 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. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

F. **Date:** Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.

G. **Dental Benefits:** A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.

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

I. **Vision Service Plan:** A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within 60 days from the end of the qualifying control period.

J. **Conditions:** All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

K. **COBRA:** Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

L. **FlexElect Program:** Permanent intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittents choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittents choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-month control period of January 1 through June 30 of the plan year in which they are enrolled. This Section is not grievable or arbitrable.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.1 Workweek/Workday

A. The regular workweek of full-time Unit 15 employees shall consist of forty (40) hours and may be scheduled by the State in any manner such as eight (8) hours per day, five (5) consecutive days per week; ten (10) hours per day, four (4) consecutive days per week; or the various cycles used in State institutions. Regularly scheduled consecutive workdays of a different number of hours not to exceed a total of forty (40) hours, may be established by the State in order to meet the varying needs of the State, but not for the purpose of harassment or reprisal.

B. To the extent that new workweeks or workdays are to be established by the State for all Unit 15 employees in a work location or hospital program, the Union and the affected employees shall be notified, in writing, at least thirty (30) calendar days prior to the proposed change and provided an opportunity to consult with the State regarding the change.

C. Time deemed necessary for a Unit 15 employee to set up and shut down a State function shall be included in the workday of such an employee.

20.2 Flexible or Alternate Work Hours

A. Upon request of the Union, the State agrees to meet with the Union to consider its proposals to establish alternate work hours for all Unit 15 employees in a work location or hospital program. Unresolved disputes may be elevated to the Department of Personnel Administration for further review.

B. In addition, a Unit 15 employee may request "flexible" or alternate work hours, especially for childcare needs. If the employee's request is denied, the reason for denial will be given to the employee in writing.

20.3 Change in Shift Assignment

A. The State may implement shift changes for legitimate business reasons, but not for purposes of harassment or reprisal.

B. When the permanent shifts of all Unit 15 employees in a work location or hospital program are changed, the Union shall be notified in writing at least thirty (30) calendar days prior to the proposed change and provided an opportunity to consult with the State regarding the change.

C. When an employee's permanent shift is changed at other than the employee's request, the State may provide the employee thirty (30) calendar days advance notice, but in no case less than fifteen (15) calendar days advance notice. A Unit 15 employee will be given the reasons for the shift change in writing.

D. An employee may submit a written request to alter his/her shift assignment.

20.4 Rest Periods

A. Unit 15 employees will be granted a rest period not to exceed fifteen (15) minutes during each four (4) hour period that they are required to work, unless there is an emergency or other circumstance to preclude it. A rest period normally will not be granted during the first or last hour of the work shift. Rest periods may not be accumulated nor may they be used to "make-up time". An employee shall be able to leave his/her work site as long as the supervisor agrees. However, it is the responsibility of the employee to be at his/her assigned work station at the conclusion of the rest period.

B. If a Unit 15 employee in the Department of Corrections or the Department of Youth Authority who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

20.5 Meal Period

A. Except for employees who are assigned to a straight shift, full-time Unit 15 employees will normally be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes, which shall be determined by the department or its designee. However, a Unit 15 employee may indicate a meal

period preference. Meal periods will normally be scheduled at or near the middle of the employee's work shift.

B. Meal periods shall not be counted as part of the total hours worked and shall be considered the employee's "own time", except for those employees who are required by the supervisor to perform assigned duties during meal periods. When a Unit 15 employee is required to perform assigned duties through his/her meal period, the department shall adjust his/her work schedule within the employee's regularly scheduled workweek, or credit the employee with the time worked which may result in overtime credit. A meal period may be used to make up time under special circumstances with the prior approval of the supervisor.

20.6 Overtime Distribution

A. Upon request and where the use of overtime is prevalent, the department shall establish a system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances permit, security, or health and safety permit, and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

B. When assigning mandatory overtime, the special need of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.

C. No food service employee will be required to work in excess of sixteen (16) hours continuous in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled workweek.

20.7 Overtime Compensation

A. Employees will be compensated only for overtime ordered by designated supervisory personnel at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof, rounded to the nearest fifteen (15) minutes.

B. Employees in classes assigned to Work Week Group 2 shall be compensated for ordered overtime of at least one-quarter hour at any one time. Overtime will be credited on a one quarter-hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

C. Overtime is compensated by cash or compensating time off, at the State employer's option.

D. Compensable time off shall be scheduled at the discretion of the State, but not for the sole purpose of reducing a Unit 15 employee's regularly scheduled workday(s). However, a Unit 15 employee may submit a request indicating his/her preference for scheduling of compensating time off.

E. If the employee is not required or allowed to use compensating time off within twelve (12) pay periods following the pay period in which the overtime was worked, the State will either extend the time within which the employee can take time off or make payment for such overtime.

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

G. Notwithstanding any other contract provision or law to the contrary, time during which a Unit 15 employee is excused from work because of sick leave, it shall be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

H. Existing policies in CYA and CDC which provide for discretionary cash out of CTO remain in force.

I. Unit 15 employees, who are required to work overtime, may request, on a quarterly basis, a cash out of their CTO.

20.8 Call Back Time

A. A Unit 15 employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time, provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

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

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

D. When staff meetings, training sessions, or work assignments are regularly 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 regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime and this Contract.

20.9 Standby Time

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off.
- D. No standby credit will be earned if the employee is called back to work and received call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

20.10 Exchange of Days Off/Shift Assignment

- A. Permanent Unit 15 employees at CYA, Department of Corrections, Department of Mental Health and Department of Developmental Services may be permitted to exchange hours of work with other employees in the same classification or level (determined by the Supervisor), performing the same type of duties in the same work area, provided:
 - 1. The employees make a written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approves the exchange; and
 - 3. The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit-pay, shift differential) which they would not have otherwise received.
 - B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to report for duty for the swap, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the vacancy. The swap sheet shall inform the individuals swapping that the employee who fails to pay back the swap shall be subject to repaying the actual time (hour- for-hour) of filling in behind the vacancy. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment.
- In the event the employee fails to report for duty because of illness or injury, he/she shall be required to provide a physician's statement which specifies the illness and/or treatment that precluded the employee from reporting to work. No reimbursement shall be required if the employee provides such a doctor's slip.

C. An employee who fails to report for duty for the swap and has not provided a doctor's verification of illness as described, shall not be allowed to participate in a shift exchange for 180 calendar days from the date of the missed swap and may be subject to adverse personnel action for the incident.

D. All exchanges must occur within a reasonable time.

E. Probationary Unit 15 employees are excluded from participating in shift exchanges.

F. This section is not subject to the grievance and arbitration process in Article 6 of this Agreement.

20.11 Post and Bid

A. Each Department employing Unit 15 employees shall implement a Post and Bid system no later than July 1, 2000. Prior to the implementation, each Department shall meet and confer with CSEA over the details of the Post and Bid system to be used in each Department. It is the intent of the parties to utilize any existing Post and Bid system that is currently applicable to most other employees in each Department as the model for Post and Bid for Unit 15 employees in that Department. As such, the parties understand that the system of Post and Bid may vary between Departments. Each Department's Post and Bid system resulting from the meet and confer with CSEA shall be included as an addendum to this Agreement.

B. Post and Bid for Unit 15 employees shall be implemented only when the locations listed below have 25 or more full-time employees in the same class and where a variety of work schedules (days off, shifts, etc.) exist. Post and Bid shall apply only for employees in each location to change positions in the same class, tenure and time base.

C. Locations:

Department of Corrections: Institutions

Department of Developmental Services: Developmental Centers

Department of General Services: Management Units

Department of Mental Health: State Hospitals/Facilities

Department of Veterans Affairs: Homes

Department of Youth Authority: Institutions

20.12 Work Week Group 2 Definition

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

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

ARTICLE 21 – WORK AND FAMILY PROGRAMS

21.1 Work and Family Programs

A. The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave and a variety of other programs.

B. The State agrees to establish a State Labor-Management Work and Family Advisory Committee with management and labor co-chairs to identify alternatives to assist State employees in addressing family needs and to encourage State employees to participate in work and family programs. The Committee shall be comprised of an equal number of Union and management representatives. Membership on the Committee is open to all union Bargaining Units that want to participate. CSEA, Local 1000 shall have four representatives. If the representatives are State employees, they shall serve without loss of State compensation. The Committee shall meet and report regularly and shall issue a report with recommendations for implementation of work and family programs by June 1, 2000.

C. Contingent on passage of enabling legislation as referenced in Subsection (D) below, the State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate a \$5,000,000.00 fund to the Work and Family Fund, which shall be administered by the Department of Personnel Administration. The amounts expended annually from the Work and Family Fund shall be determined by the Department and the State Labor-Management Work and Family Committee.

D. The Union agrees to support legislation that would establish and maintain the Work and Family Fund.

ARTICLE 22 - ENTIRE AGREEMENT AND DURATION

22.1 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. With respect to other matters within the scope of negotiations, negotiations may be required as provided in Subsection B. below.

B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Contract. The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change 30 days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 15, when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 15.
2. Where the subject matter of change is within the scope of representation pursuant to the Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

22.2 Duration

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect July 1, 1999, and shall remain in full force and effect through July 2, 2001.

B. The Union reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.

SIDE LETTERS AND ATTACHMENTS

SIDE LETTER #1 - Golden Handshake

BETWEEN
THE STATE OF CALIFORNIA
AND
CALIFORNIA STATE EMPLOYEES ASSOCIATION
BARGAINING UNIT 15

If the Golden Handshake provisions are offered during the term of this Contract and the Department of Education or any of its Special Schools or Diagnostic Centers participate, the Department will consider offering it to Unit 15 employees.

SIDE LETTER # 2 - Domestic Partner

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
AND
CALIFORNIA STATE EMPLOYEES ASSOCIATION
BARGAINING UNIT 15

Should legislation pass during the term of the Agreement regarding changes in eligibility of domestic partner for health benefits, the Union and the State agree that those legislative provisions shall apply to Unit 15 employees.

SIDE LETTER #3 - ADA, FMLA, and ADEA

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
AND
CALIFORNIA STATE EMPLOYEES ASSOCIATION
BARGAINING UNIT 15

If during the term of this Agreement, the United States Supreme Court declares that State employees may not enforce in State and Federal Court their rights under the American with Disabilities Act (ADA), the Federal Family Medical Leave Act (FMLA), or the Federal Age Discrimination Act (ADEA) the parties will, upon request, meet and confer over the impact of such a ruling.

Salary Schedule

01/27/00 PDC1082C

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15 - CUSTODIAL AND SERVICES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WWG
ARMORY CUSTODIAN I	DA40	1956		1927.00	2341.00	2004.00	2435.00	2
ARMORY CUSTODIAN II	DA30	1953		2075.00	2519.00	2158.00	2620.00	2
ARMORY CUSTODIAN III	DA20	1950		2423.00	2944.00	2520.00	3062.00	2
ASSISTANT SEAMER	DE60	2079		1895.00	2304.00	1971.00	2396.00	2
BAKER I	DJ90	2223	A F	2276.00 1896.67	2766.00 2305.00	2367.00 1972.50	2877.00 2397.50	2 2
BAKER I -CORRECTIONAL FACILITY-	DJ95	2224		2276.00	2766.00	2367.00	2877.00	2
BAKER II	DJ80	2220		2481.00	3015.00	2580.00	3136.00	2
BAKER II -CORRECTIONAL FACILITY-	DJ85	2221		2481.00	3015.00	2580.00	3136.00	2
BARBER -CORRECTIONAL FACILITY-	DE85	2086		2114.00	2568.00	2199.00	2671.00	2
BARBERSHOP MANAGER	DE70	2083		2276.00	2766.00	2367.00	2877.00	2
BEAUTY SHOP MANAGER	DF10	2091		2276.00	2766.00	2367.00	2877.00	2
BUTCHER-MEAT CUTTER II -CORRECTIONAL FACILITY-	DK15	2245		2481.00	3015.00	2580.00	3136.00	2

15 - CUSTODIAL AND SERVICES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
COOK I								
	DJ40	2185	A	2035.00	2473.00	2116.00	2572.00	2
			B	2006.00	2438.00	2086.00	2536.00	2
			F	1695.83	2060.83	1763.33	2143.33	2
COOK I -CORRECTIONAL FACILITY-								
	DJ45	2187		2035.00	2473.00	2116.00	2572.00	2
COOK II								
	DJ30	2184	A	2276.00	2766.00	2367.00	2877.00	2
			B	2244.00	2727.00	2334.00	2836.00	2
			F	1896.67	2305.00	1972.50	2397.50	2
COOK II -CORRECTIONAL FACILITY-								
	DJ35	2186		2276.00	2766.00	2367.00	2877.00	2
COOK, CALIFORNIA CONSERVATION CORPS								
	DJ38	2189		2189.00	2660.00	2277.00	2766.00	2
ELEVATOR OPERATOR								
	DD70	2034		1795.00	2182.00	1867.00	2269.00	2
EXECUTIVE RESIDENCE HOUSEKEEPER, DEPARTMENT OF GENERAL SERVICES								
	DC60	2049		1895.00	2304.00	1971.00	2396.00	2
FACILITY ENVIRONMENTAL AUDIT TECHNICIAN								
	DC69	2097		2143.00	2607.00	2229.00	2711.00	2
FOOD SERVICE SUPERVISOR I								
	DK40	2258	A	2114.00	2568.00	2199.00	2671.00	2
			S	2116.00	2571.00	2201.00	2674.00	2
FOOD SERVICE WORKER I								
	DK60	2194	A	1766.00	2145.00	1837.00	2231.00	2
			B	1739.00	2114.00	1809.00	2199.00	2
			F	1471.67	1787.50	1530.83	1859.17	2

15 - CUSTODIAL AND SERVICES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
FOOD SERVICE WORKER I (CORRECTIONAL FACILITY)								
	DK65	2196		1766.00	2145.00	1837.00	2231.00	2
FOOD SERVICE WORKER II								
	DK50	2193	A	1895.00	2304.00	1971.00	2396.00	2
			B	1869.00	2271.00	1944.00	2362.00	2
			F	1579.17	1920.00	1642.50	1996.67	2
FOOD SERVICE WORKER II (CORRECTIONAL FACILITY)								
	DK55	2195		1895.00	2304.00	1971.00	2396.00	2
FORESTRY COOK I								
	DJ60	2203		1965.00	2389.00	2044.00	2485.00	2
FORESTRY COOK II								
	DJ50	2202		2114.00	2568.00	2199.00	2671.00	2
HOSPITAL WORKER								
	TN80	8141		1826.00	2217.00	1899.00	2306.00	2
HOUSEKEEPER								
	DD20	2043	A	1795.00	2182.00	1867.00	2269.00	2
			F	1495.83	1818.33	1555.83	1890.83	2
JANITOR								
	DC40	2011	A	1795.00	2182.00	1867.00	2269.00	2
			F	1495.83	1818.33	1555.83	1890.83	2
JANITOR -CORRECTIONAL FACILITY-								
	DC45	2006		1795.00	2182.00	1867.00	2269.00	2
JANITOR LIMITED SERVICE								
	DC50	2017		1795.00	2182.00	1867.00	2269.00	2
JANITOR SUPERVISOR I								
	DC30	2003		1927.00	2341.00	2004.00	2435.00	2

15 - CUSTODIAL AND SERVICES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
JANITOR SUPERVISOR I -CORRECTIONAL FACILITY-								
	DC35	2005		1927.00	2341.00	2004.00	2435.00	2
LAUNDERER								
	DG50	2119		1895.00	2304.00	1971.00	2396.00	2
LAUNDERER ASSISTANT								
	DG60	2122		1766.00	2145.00	1837.00	2231.00	2
LAUNDRY SUPERVISOR I -CORRECTIONAL FACILITY-								
	DG35	2114	A	2189.00	2661.00	2277.00	2767.00	2
			S	2190.00	2663.00	2278.00	2770.00	2
LAUNDRY SUPERVISOR II -CORRECTIONAL FACILITY-								
	DG25	2111	A	2581.00	3138.00	2684.00	3264.00	2
			S	2583.00	3140.00	2686.00	3266.00	2
LAUNDRY WORKER								
	DG40	2116		1965.00	2389.00	2044.00	2485.00	2
LAUNDRY WORKER -CORRECTIONAL FACILITY-								
	DG45	2117		1965.00	2389.00	2044.00	2485.00	2
LAUNDRY WORKER ASSISTANT								
	DG65	2123		1766.00	2145.00	1837.00	2231.00	2
LEAD SECURITY GUARD								
	DB40	1984		1927.00	2341.00	2004.00	2435.00	2
MAINTENANCE AND SERVICE OCCUPATIONAL TRAINEE								
	DD60	9992		1625.00	1790.00	1690.00	1862.00	2
MOTION PICTURE OPERATOR								
	MD90	2888		13.14	13.69	13.66	14.23	2
MUSEUM CUSTODIAN								
	DC85	2042	A	1860.00	2259.00	1934.00	2349.00	2

15 - CUSTODIAL AND SERVICES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
MUSEUM CUSTODIAN								
	DC85	2042	B	1998.00	2426.00	2078.00	2523.00	2
SEAMER								
	DE50	2076	A	2189.00	2660.00	2277.00	2766.00	2
			F	1824.17	2216.67	1897.50	2305.00	2
SEAMER -CORRECTIONAL FACILITY-								
	DE55	2077		2189.00	2660.00	2277.00	2766.00	2
SECURITY GUARD								
	DB50	1985		1860.00	2259.00	1934.00	2349.00	2
SERVICE ASSISTANT (FOOD)								
	DK68	2197		1634.00	1986.00	1699.00	2065.00	2
SERVICE ASSISTANT (HOSPITAL)								
	TM25	8256		1682.00	2043.00	1749.00	2125.00	2
SERVICE ASSISTANT (JANITOR)								
	DC55	2016		1682.00	2043.00	1749.00	2125.00	2
SERVICE ASSISTANT (LAUNDRY)								
	DG70	2124		1634.00	1986.00	1699.00	2065.00	2
SUPERVISING COOK I -CORRECTIONAL FACILITY-								
	DJ25	2183	A	2481.00	3017.00	2580.00	3138.00	2
			C	2738.00	3331.00	2848.00	3464.00	2
			S	2483.00	3019.00	2582.00	3140.00	2
			U	2740.00	3333.00	2850.00	3466.00	2

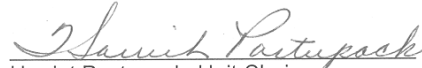
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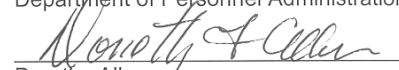
CALIFORNIA STATE EMPLOYEES
ASSOCIATION
SEIU Local 1000, AFL-CIO, CLC

STATE OF CALIFORNIA
Honorable Gray Davis
Governor



Harriet Postupack, Unit Chairperson

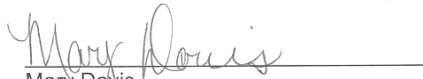

Kathryn Cervantes Peterson
Chief Negotiator
Department of Personnel Administration


Cornelius Stanford, Vice Chairperson


Dorothy Allen
Department of Mental Health



Ronald Drummer


Brenda Fain
Department of Mental Health


Mary Davis

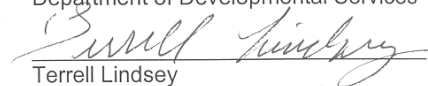

Camille Hollis
Department of Personnel Administration

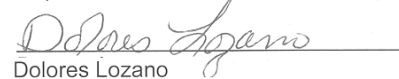

Robert Brown


Lorene Kimura
Department of the Youth Authority


Rosmaire Duffy
Unit Negotiator


Gordon Lee
Department of Developmental Services

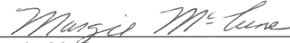

Terrell Lindsey
Department of Corrections


Dolores Lozano
Department of the Youth Authority

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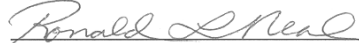
STATE OF CALIFORNIA



Margie McCune
Department of Education



Jinny Munro
Department of General Services



Ronald Neal
Department of General Services