

1.1 Recognition

- A. Pursuant to Public Employment Relations Board (PERS) decision S-SR-10, the State recognizes CAPS as the exclusive negotiating agent for all employees in Bargaining Unit 10.
- B. Pursuant to Government Code Sections 19815.4 and 3517, CAPS recognizes the Director of the California Department of Human Resources or his/her/their designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her/their designee, except as otherwise specifically spelled out in the Agreement implemented terms.
- ~~C. At such time that the State employer designates a position as confidential pursuant to Government Code Section 3513(f), the State shall mail a notice to CAPS of the confidential designation. CAPS shall have fifteen (15) calendar days after the mailing of such notice to protest the State's action. If CAPS elects to protest, the State shall meet and confer with CAPS in an effort to reach agreement. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution. If CAPS does not protest within the 15-day notice period, the confidential designation of a position shall be deemed agreeable to the parties and PERB shall be so advised.~~

2.1 Salaries

Effective January 1, 2024, all employees in Bargaining Unit 10 shall receive a General Salary Increase (GSI) of three percent (3%).

2.2 Merit Salary Adjustments

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

2.3 Night Shift Differential

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

- A. Employees shall qualify for the first night shift pay differential of 40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
- B. Employees shall qualify for the second night shift pay differential of 50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- C. A “regularly scheduled work shift” is regularly assigned work hours established by the department director or designee.

2.4 Bilingual Pay Differential

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

A. Definition of Bilingual Position for Bilingual Differential Pay

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the employee must be certified under the authority of the Department of Human Resources as a qualified bilingual employee, and the position must be designated bilingual by the employing agency. (Estimated time spent on bilingual activities should be based on the average during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - b. A hospital or institutional setting dealing with patient or inmate needs;
 - c. An educational facility dealing with student needs;
 - d. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$100.00 per monthly pay period, including holidays.
2. A monthly employee, meeting the bilingual differential pay criteria less than the entire pay period, would receive the differential on a pro rata basis. Where use of bilingual skill is necessary to comply with Federal regulations to implement Title VI of the Civil Rights Act of 1964, neither advanced Bilingual Position designation nor meeting the 10% usage

standard is required for pro rata bilingual differential compensation so long as the employee has been certified bilingual.

3. A fractional-month employee, meeting the bilingual differential pay criteria, would receive the differential on a pro rata basis.
 4. An employee paid by the hour, meeting the bilingual differential pay criteria, would receive a differential of 58 cents-per hour.
 5. An employee paid by the day, meeting the bilingual differential pay criteria, would receive a differential of \$4.61 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the employing agency will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the employing agency may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, annual leave, holidays, etc.)
- F. Employees will be eligible to receive the bilingual differential payments on the date the employing agency approves the pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging (10%) of the time, consistent with the other provisions of this section.
- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rates.

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

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

2.5 Timely Payment of Wages

- A. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and State Controller's Office policies.
- B. When a permanent full-time or probationary employee receives no pay warrant on payday, the State agrees to issue a salary advance consistent with departmental policy and under the following conditions:
 - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.
 - 2. When a regular paycheck is late for reasons other than Item (1) above (e.g., AWOL, late dock), a salary advance of no less than 50 percent of the employee's actual net pay will normally be issued within five (5) work days after payday. No more than two (2) salary advances per calendar year may be issued under these circumstances.
 - 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
 - 4. The circumstances listed in Items (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.
- C. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- D. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.
- E. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month in which the overtime is submitted if the overtime check is not available at that time.

2.6 Staff Specialist Compensation

A. Department of Food and Agriculture

1. Upon approval of the Director of the Department of Food and Agriculture or ~~his~~ their designee, Unit 10 employees may be temporarily designated as primary State titled scientists in a specific scientific discipline or area of specialization.
2. An employee who is designated by the Director of the Department of Food and Agriculture as a primary State titled scientist shall receive a one-step salary increase for the duration of the assigned designation as compensation for the increased duties and responsibilities and for maintaining the highest level of technical expertise within ~~his/her~~ their specific discipline.
3. There shall be a limit of twelve (12) State titled scientists in the department at any one time. The scientific disciplines include, but are not limited to, Biology, Entomology, Plant Nematology, Plant Pathology and Chemistry.
4. Each designation is temporary and subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist and the selection of the science are not subject to the grievance and arbitration provision in Article 9.

B. Department of Pesticide Regulation

1. Upon approval of the Director of the Department of Pesticide Regulation or ~~his~~ their designee, a Unit 10 employee may be temporarily designated as the primary State titled scientist in the discipline of Toxicology.
2. The employee so designated by the Director of the Department of Pesticide Regulation shall receive a one-step salary increase for the duration of the assigned designation as compensation for maintaining the highest level of technical expertise within the scientific discipline of Toxicology.
3. The designation is temporary and is subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist is not subject to the grievance and arbitration provision in Article 9.

C. The payments made pursuant to this provision will not be considered compensation for retirement purposes for PEPRA members.

2.7 Diving/Climbing Pay

- A. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of \$25.00 per each hour for all payable hours of the day of the dive, including overtime, regardless of the number or duration of dives performed during the period. For this purpose, a day is defined as a calendar day. Upon departmental approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.
- B. Effective upon agreement, Department of Industrial Relations (DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.
- C. Employees who “climb” pursuant to above will receive a minimum of one hour of climbing pay during the first hour of climbing each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.
- D. The payments made pursuant to this provision will not be considered compensation for retirement purposes.

2.9 AR 40

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

B. Alternate Range 40 Criteria:

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

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

2.10 Recruitment and Retention Differentials

- A. Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons.
1. Employees who are employed at ~~Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert~~ a State Prisons listed in subsection A above, at the Department of Corrections for twelve (12) consecutive qualifying pay periods, shall be eligible and receive ~~for~~ a recruitment and retention bonus of \$2,600.00, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
 2. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at ~~Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert~~ a State Prisons listed in subsection A above, there will be no pro-rata payment for those months at any facility.
 3. If an employee is mandatorily transferred by the Department, ~~he/she~~ they shall be eligible for a pro-rata share for those months served.
 4. If an employee promotes to a different facility, or department other than ~~Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert~~ a State Prisons listed in subsection A above prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro-rata to this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro-rata share of the existing retention bonus.
 5. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
 6. Annual recruitment and retention payments shall not be considered as compensation for the purposes of retirement contributions.
 7. Employees on IDL shall continue to receive this stipend.
 8. If an employee is granted a leave of absence, the employee will not accrue time toward the twelve (12) qualifying pay periods, but the employee shall not be required to restart the calculation of the twelve (12) qualifying pay periods ~~all over~~. For example, if an employee has worked four (4) months at the qualifying institution and then takes six (6) months' parental leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,600.00.

2.11 Out-of-State Pay Differential

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

<u>Schematic Code</u>	<u>Class Title</u>
AC05	Pest Prevention Assistant I
AC10	Pest Prevention Assistant II
AC15	Pest Prevention Assistant III

2.12 Lump Sum Leave Cash Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their leave balance, may ask the State to ~~tax~~ defer and transfer a designated ~~monthly~~ amount from their ~~cash-payment~~ lump sum leave cash out election into their existing 457(b) and/or 401(k) plan offered through the State's Savings Plus Program (Savings Plus) (~~SPP~~).
- B. If an employee does not have an existing 457(b) and/or 401(k) plan account, ~~he/she~~ the employee ~~must~~ should enroll in ~~the SPP~~ Savings Plus and become a participant in one or both plans prior to the ~~his/her~~ date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer (via traditional or Roth contribution) shall bear full tax liability, if any, for the leave transferred which exceeds the annual limits (e.g., "over defers").
- E. Implementation, continuation, and administration of the Defined Contribution Plans is expressly subject to and contingent upon compliance with the ~~SPP's~~ Savings Plus governing Plan documents (which may, at the State's discretion, be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section ~~of the MOU~~ shall not be subject to ~~the grievance and arbitration provision of this agreement~~ Article 9.

2.14 Operational Availability Incentive Program - Department of Water Resources

- A. The Department of Water Resources (DWR) has established a compensated time off (CTO) bonus as an incentive for Unit 10 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.
1. ~~On January 4~~ By March 15 of each year, DWR will establish the operational availability goals (Benchmarks) for ~~each field division~~ the Division of Operations and Maintenance to be achieved by December 15 of that year. ~~Operational Availability goals for enumerated Bargaining Unit 10 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations and Maintenance Headquarters shall be based on the goals achieved in the five (5) field divisions.~~
 2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will ~~notice~~ notify the Union of the possible adjustment to the operational availability goals.
- B. Employee Eligibility
1. Must be an employee in Bargaining Unit 10 classification utilized by the Division of Operations and Maintenance;
 2. And, the Division of Operations and Maintenance ~~Organizational Unit to which the employee is assigned~~ meets its Operational Availability goal by December 15 of each year;
 3. And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;
 4. And, the employee is assigned to the Division of Operations and Maintenance either in a field division or headquarters position on December 15;
 5. And, the employee has worked in such assignment at least one full calendar month.
- C. The operational goals may be set at two levels, Initial Operational Availability Goal, and Second Operational Availability Goal.

1. From January 1 each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.
 2. From January 1, each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
 3. ~~Division of Operations and Maintenance headquarters eligible employees may receive up to eighty (80) hours of CTO bonus per calendar year based on the increases achieved in the five (5) field divisions.~~
 4. ~~All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability incentive bonus for that field division or headquarters location.~~
 5. 3. Eligible employees shall not receive more than eighty (80) hours of Operational Availability incentive bonus per calendar year.
- D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. CTO may be taken only with supervisory approval. Accrual of CTO shall not exceed two hundred and forty (240) hours at any time.
- E. At the employer's option, for all Bargaining Unit 10, Division of Operations and Maintenance employees who ~~have~~ are eligible for the Operational Availability Incentive bonus, CTO hours in excess of 40 hours accrued ~~on the books~~ may be cashed out on June 30 of every fiscal year.
- F. As soon as the information is available, but no later than March 15, the State shall provide the Union written notice-notification of whether or not the Operational Availability Incentive Bonus will be awarded for the previous calendar year, pursuant to this Article.
- G. This article is not subject to Article 9 - Grievance and Arbitration.

2.15 Salary and Alternate Range Disclosure

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

2.16 Range Change Deferral

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

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

2.17 Educational Pay Differential

- A. ~~Effective the first day of the pay period following ratification,~~ all CAPS represented employees who work in a classification that requires possession of a masters' degree as a condition of employment shall receive a monthly pay differential of two (2) percent of base salary.
- B. ~~Effective the first day of the pay period following ratification,~~ all CAPS represented employees who work in a classification that requires possession of a doctoral degree or a degree of Doctor of Medicine, as a condition of employment shall receive a monthly pay differential of three (3) percent of base salary.
- C. This differential shall not be considered compensation for purposes of retirement contributions.

3.1 Vacation Leave

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

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

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

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

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

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over ~~his/her~~their accrued vacation credits to the following calendar year to a maximum of 640 hours, unless subjected to the cap increase specified in Subsection E below. A department head or designee may permit an employee to carry over more than 640 hours, unless subjected to the cap increase specified in Subsection E below, whichever is greater, of accrued vacation leave hours if an employee was unable to reduce ~~his/her~~their accrued hours because the employee:

1. Was required to work as a result of fire, flood, or other extensive emergency;
2. Was assigned work of a priority or critical nature over an extended period of time;

3. Was absent on full salary for compensable injury;
4. Was prevented by department regulations from taking vacation until December 31 because of sick leave;
5. Was on jury duty; or
6. Was prevented by the department head or designee from utilizing accrued vacation.

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

- E. The 640-hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU10 employees have been subject to until June 30, 2025.
- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap in Subsection D at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.
- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each departmental head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Section, shall not be affected by employee(s) entering the unit after the schedule has been established.
- I. Each department head or designee will make every effort to act on vacation

requests in a timely manner.

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

K. BU 10 employees in Work Week Group 2 may request and use vacation leave credits in 15-minute increments.

3.2 Sick Leave

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

1. Illness or injury, including illness or injury relating to pregnancy.
2. Exposure to a contagious disease which is determined by a physician to require absence from work.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Absence from duty for attendance upon the employee's ill or injured parent, spouse ~~mother, father, husband, wife,~~ domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, sibling, grandparent, grandchild ~~son, daughter, brother, or sister,~~ or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until a physician or other care can be arranged.
 - a. "Child" as defined by Labor Code 245.5 and Unemployment Insurance Code 3302, meaning biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, or child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. "Parent" as defined by Labor Code 245.5, meaning a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
5. Being a victim of domestic violence, sexual assault, or stalking.

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

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

1. Part-time employees. On the first day of the monthly pay period

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

2. Multiple positions under this rule:

- a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
- b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.

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

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

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

F. Sick leave may be accumulated without limit.

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

3.3 Family Medical Leave Act (FMLA)

- A. An eligible employee, as defined by FMLA regulations, shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA.
- B. Employees shall be entitled to leave up to a total of 12 weeks for the current calendar year in accordance with FMLA regulations.

3.4 Bereavement Leave

Bargaining Unit 10 employees have the option of paid or unpaid bereavement leave as detailed below.

A. Unpaid Bereavement Leave

Permanent or probationary employees, and non-permanent employees who have been employed for at least 30 days, may take up to five (5) workdays of unpaid bereavement leave per occurrence for the death of a spouse/domestic partner, child, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or any person residing in the immediate household.

Of these five (5) unpaid workdays, three (3) days may qualify for pay, based upon the language in Sections B and C below. The employee may elect to use their accrued annual leave, vacation, sick, CTO, or any other earned leave credits for any unpaid days of leave which do not qualify with pay pursuant to subsections B or C below.

The bereavement leave days outlined in Sections A, B and C, do not need to be taken consecutively and must be completed within three (3) months of the date of death.

B. A. Paid Bereavement Leave, Immediate Family

A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of ~~his/her~~ their parent, stepparent, spouse, domestic partner (as defined in Family Code Section 297) ~~that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297,~~ child, stepchild, brother, sister, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor within 30 days of the first day of the leave, provide substantiation documentation of the death of the family member, such as a death certificate; published obituary; written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, to support the request upon the employee's return to work.

C. B- Paid Bereavement Leave, Extended Family

A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-

in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor within 30 days of the first day of the leave, provide ~~substantiation~~ documentation of the death of the family member, such as a death certificate; published obituary; written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, to support the request upon the employee's return to work.

- D. ~~C.~~ If the death of a person as described above requires the employee to travel over 400 miles one way from ~~his/her~~ their home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- E. ~~D.~~ Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in ~~A, or B or C~~ above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision (Section 3.2) ~~of this agreement~~.
- F. ~~E.~~ Fractional time base (part-time) employees will be eligible for bereavement leave on prorata basis, based on the employees' fractional time base.

3.5 Parental Leave

- A. A department head or designee shall grant a ~~female~~ birthing parent permanent employee's request for an unpaid leave of absence for purposes of pregnancy, child birth, recovery therefrom or care for the newborn or adopted child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support ~~her~~ their request for pregnancy leave.
- B. A non-birthing spouse or non-birthing parent ~~male spouse or male parent~~, or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297 who is a permanent employee, shall be entitled to an unpaid leave of absence for a period not to exceed one (1) year to care for ~~his/her~~ their newborn or adopted child.
- C. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health and dental benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

3.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
 - 1. Union activity;
 - 2. For temporary incapacity due to illness or injury;
 - 3. To be loaned to another governmental agency for performance of a specific assignment;
 - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 5. Education; or
 - 6. Research project.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.
- F. Upon request by the employee, a leave of absence may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the termination.

3.8 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.
- B. An employee shall notify ~~his/her~~ their supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave, annual leave, personal leave, or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.
- E. If an employee is assigned an approved alternate work week schedule (AWWS), the employee is not required to return to work after an eight (8) hour period of jury duty has been served. An employee with an approved AWWS shall not be required to remit jury fees if they attend jury duty on a regularly scheduled day off.
- F. At the employee's request, an approved ~~alternate work schedule~~ AWWS (e.g. 9/8/80, 4/10/40, etc.) may temporarily revert to a standard work schedule of 5/8/40 Monday through Friday in full week increments for the duration of the jury duty assignment. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

3.9 Non-Industrial Disability Insurance

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover the waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.
- D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, ~~he or she is~~ they are not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, or vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent of regular "full pay." This does not qualify the employee for a new disability period under B of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

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

3.10 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, annual leave, CTO, personal leave, vacation and/or holiday leave credits may be transferred from one or more employees to another employee, in accordance with departmental policies and under certain conditions listed below. Sick leave credits cannot be transferred under this provision.

- A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, or the employee's spouse, child, or parent.
- B. The receiving employee has exhausted all leave credits.
- C. The donations must be in whole hour increments and credited as vacation or annual leave.
- D. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed across departmental lines in accordance with the policies of the receiving Department.
- E. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the appointing authority, the total leave credits received may be six months.
- F. Donations shall be made on a form to be developed by the State and signed by the donating employee and verified by the donating Department. These donations are irrevocable.
- G. This Section is not subject to the grievance procedure contained in Article 9 of this Agreement.
- H. Any state employee who is eligible to accrue leave credits is eligible to contribute to an employee's catastrophic leave credits.

3.11 Work and Family Program - Transfer of Leave Credits Between Family Members

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

A. To care for the family member's child, parent, spouse, domestic partner ~~that has been defined and certified with the Secretary of State's office in~~ (as defined in accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.

B. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, domestic partner (as defined ~~that has been defined and certified with the Secretary of State's office in~~ accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain the following:

1. The date, if known, on which the serious health condition commenced;
2. The probable duration of the condition;
3. An estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse or domestic partner (as ~~that has been defined and certified with the Secretary of State's office in~~ accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household;
4. A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner

that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household.

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

- C. Sick leave credits cannot be transferred.
- D. The receiving employee has exhausted all leave credits.
- E. The donations must be a minimum of one (1) hour and in whole hour increments thereafter.
- F. The donating employee must maintain a minimum balance of 80 hours of paid leave time.
- G. Transfer of leave credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
- I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
- J. This section is not subject to the grievance and arbitration article of this Contract.

3.12 Catastrophic Leave – Natural Disaster

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

1. Sick leave credits cannot be transferred.
2. When the receiving employee faces financial hardship due to the effect of a natural disaster on the employee's principal residence.
3. 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.
4. The donations must be in whole-hour increments and credited as vacation or annual leave.
5. 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.
6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the leave credits received may be six (6) months.
7. Donations shall be made on a form, signed by the donating employee, and verified by the donating department. These donations are irrevocable.
8. This Section is not subject to the grievance procedure contained in Article 9 of this Agreement.
9. Any state employee who is eligible to accrue leave credits is eligible to contribute to an employee's catastrophic leave credits.

3.13 Annual Leave

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

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

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable CalHR rules. Employees shall have the continued use of any sick leave accrued ~~as of the effective date of this Agreement~~, in accordance with applicable laws, rules or memorandum of understanding. All provisions necessary for the administration of this Section shall be provided by CalHR rule or memorandum of understanding.

- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over ~~his/her~~ their accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee:

(1) was required to work as a result of fire, flood, or other extensive

- emergency;
- (2) was assigned work of a priority or critical nature over an extended period of time;
- (3) was absent on full salary for compensable injury;
- (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or
- (5) was on jury duty.

- F. The 640-hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 10 employees have been subject to until June 30, 2025.
- G. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued leave time.
- H. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.
- I. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- J. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- K. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 3.2, Sick Leave, ~~of this agreement.~~
- L. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 3.12 applies only to those in the annual leave program described above in this Section.
- M. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an Enhanced NDI benefit (50 percent of gross salary).
- N. BU 10 employees in Work Week Group 2 may request and use annual leave credits in 15-minute increments.

3.14 Enhanced Non-Industrial Disability Insurance – Annual Leave

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 3.13.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for state employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50 percent of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100 percent income replacement. At the time of an ENDI claim, an employee may elect either the 50 percent ENDI benefit rate or a supplementation level of 75 percent or 100 percent at gross pay. Once a claim for ENDI has been filed, and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waved commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full is defined as a 24- hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving the ENDI payments, ~~he/she is~~ they are not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments, an employee may, at any time, switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit, will not exceed 100 percent their regular "full pay." This does not qualify the employee for a new disability period under C of this article. The appointing power may require an

employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payment shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in Section 3.9 and such benefits are limited to \$135.00 per week.

3.15 Blood Donation

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

3.16 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used an equal amount of personal time for these activities. Mentoring leave is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of ~~his/her~~ their personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, ~~he/she~~ they must have used two (2) verified hours of ~~his/her~~ their personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with the departmental policy, an employee shall provide ~~his/her~~ their supervisor with the verification of personal time spent mentoring from the mentoring program.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for mentoring leave, an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and
 - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more.

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

- F. An employee is not eligible to receive mentoring leave if:
 - 1. ~~He/she is~~ They are assigned to a "post" position in the California Department of Corrections and Rehabilitation; or

2. ~~He/she~~They works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.
 - H. Any appeals and/or disputes regarding this Section shall be handled in accordance with the Complaint procedure specified in Article 9 of this Contract.

3.17 Mentoring Leave Authorization – Science Fairs

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

3.18 Precinct Election – Paid Time Off

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

3.19 Voluntary Personal Leave Program (VPLP)

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

- A. Each full-time employee subject to paragraph B shall be able to enroll and be credited with either eight (8), sixteen (16), or twenty-four (24), hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the VPLP.
- B. Each full-time employee participating in the VPLP shall continue to work ~~his/her~~ their assigned work schedule and shall have a reduction in pay equal to 4.62% (one (1) day), 9.23% (two (2) days), or 13.85% (three (3) days) based upon enrollment level selected. In exchange for the corresponding credit eight (8) hours (4.62%) (one (1) day), sixteen (16) hours (9.23%) (two (2) days), or twenty-four (24) hours (13.85%) (three (3) days) of leave will be credited to the employee's VPLP monthly.

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

- C. ~~Voluntary Personal Leave~~ VPLP shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use ~~Voluntary Personal Leave~~ VPLP must be submitted in accordance with departmental policies on vacation and annual leave. ~~Voluntary Personal Leave~~ VPLP shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).
- D. An employee may accumulate no more than 240 hours of VPLP. When an employee reaches 240 hours of ~~Voluntary Personal Leave~~ VPLP or would exceed 240 hours of ~~Voluntary Personal Leave~~ VPLP with further accumulation, ~~he/she~~ they shall be removed from the VPLP.

When an employee is removed from the VPLP, ~~he/she~~ they may not participate for a minimum of 12 months, and ~~he/she is~~ they are not eligible to re-enroll until ~~his/her~~ their balance is reduced to a maximum of 120 hours.

- E. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual

leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as compensation for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's Personal Leave balance may be transferred to a State of California Department of Human Resources Defined Contribution plan as permitted by federal and state law.

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

3.20 Personal Leave Program 2011

- A. The use of the PLP 2011 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2011 time is scheduled and taken prior to separation from State service. PLP 2011 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2011 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2011 time off to meet the intent of this section. PLP 2011 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).
- B. Time during which an employee is excused from work because of PLP 2011 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
- C. PLP 2011 time shall have no cash value and may not be cashed out. Employees have until separation from State service to use all PLP 2011 time. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2011.
- D. The PLP 2011 program shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the flex-elect cash option.
- E. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2011 and shall be based on the on the unchanged salary rate.
- F. Service calculation for purposes of retirement allowances for employees participating in the PLP 2011 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.
- G. Disputes regarding the denial of the use of PLP 2011 time may be appealed using the grievance procedure. The decision by the California Department of Human Resources shall be final and there may be no further appeals.

3.23 Personal Leave Program 2020

~~Effective with the first day of the July 2020 pay period through the June 2022 June 2021 pay period, employees will be were subject to the The Personal Leave Program 2020 (PLP 2020) provided for 2 days or 16 hours per month to employees in the manner outlined below. PLP 2020 shall have no cash value and may not be cashed out prior to separation. from the July 2020 pay period through the June 2021 pay period.~~

- ~~A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.~~
- ~~B. Each full-time employee shall be credited with 16 hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.~~
- ~~C. Salary rates and salary ranges shall not be reduced.~~
- ~~D. A. Employees will be given discretion to use PLP 2020 in the same manner as vacation/annual leave (Sections 3.1 and 3.13, respectively) subject to operational considerations.
 - ~~1. Employees are encouraged use the leave in the pay period it was earned. All PLP 2020 leave not used within the pay period it was earned shall be carried over.~~
 - ~~2. PLP 2020 time must may be used before any other paid leaves. with the exception of sick leave and Professional Development Days.~~
 - ~~3. Employees may elect to use PLP 2020 in lieu of approved sick leave.~~
 - ~~4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.~~~~
- ~~E. B. Whenever practicable employees should use all leave earned under PLP 2020 prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section.~~
- ~~F. C. PLP 2020 shall have no cash value and may not be cashed out prior to separation. If an employee's separation is not voluntary and the separation date cannot be extended PLP 2020 shall be cashed out.~~
- ~~G. D. Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.~~
- ~~H. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex elect cash option, and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.~~

- I. ~~E.~~ PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.
- J. ~~F.~~ PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- K. ~~G.~~ The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications or movement between ranges.
- L. ~~Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart in Article 4.1K.~~
- M. ~~PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.~~
- N. ~~PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.~~
- O. ~~Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.~~
- P. ~~Seasonal and temporary employees are not subject to PLP 2020.~~
- Q. ~~All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:~~

Hours Worked During Credit Pay Period	Hours of PLP 2020 Credits
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

- R. ~~Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to discontinue or make changes to their participation in VPLP, they shall be allowed to opt out or make changes to their election at any time during the PLP 2020 program.~~

§. H. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.

¶. I. PLP 2020 accruals do not expire.

3.XX (3.24) Additional Sick Leave Benefits for Current State Employees injured while called to Active Service

- A. In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.
- B. In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the National Guard or federal military reserve force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veteran's Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

4.1 Holidays

- A. All full-time and part-time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Every full-time and part-time employee, upon completion of six (6) months of ~~his/her~~ their initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year.
- The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of ~~his/her~~ their personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G or I, below. An employee shall

receive compensation for only the observed or actual holiday, not both.

- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall be paid in accordance with Government Code Section 19853. The employee shall be credited 8 hours holiday credit and be ~~(paid straight time, hour-for-hour basis)~~ for the time worked. Employees who are required to work one of the following premium holidays will be credited eight hours of holiday credit, as well as paid one and one-half (1½) the hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th. The method of compensation shall be at the State’s discretion. If a full-time employee works eight (8) hours on the premium holiday, the employee shall receive no more than 20 hours of total compensation (combination of holiday credit, CTO, or cash) for each holiday worked.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When a permanent full- time employee is required to work on an observed holiday and the observed holiday falls on the employee’s regularly scheduled day off, the employee shall receive up to eight (8) hours of holiday credit and one (1) hour Administrative Time Off (ATO) for every two (2) hours worked. If an observed holiday falls on an employee’s normal day off, and the employee does not work, the employee shall receive no more than eight (8) hours of holiday credit.
- J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be paid in accordance with Government Code Section 19853. The employee shall be credited holiday credit based on the calculation in the chart in K and be ~~(paid straight time, hour-for-hour basis)~~. Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th, compensable by cash, CTO or holiday credit. The method of compensation shall be at the State’s discretion.
- K. Part-time employees shall receive holidays in accordance with the following:

**Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees
Supercedes Accrual Rates in Management Memorandum 84-20-1**

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

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

- L. Work Week Group 2 employees may request and take Holiday Credit in fifteen (15) minute increments.
- M. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

- N. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- O. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

5.1 - Health, Dental, Vision

A. Health Benefits

1. Contribution Amounts

- a. The employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.
- b. To be eligible for these contributions, an employee must positively enroll in a health plan administered or approved by CalPERS.
- c. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

B. Health Benefits Eligibility

1. Employee Eligibility

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

2. Permanent Intermittent (PI) Employees

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

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

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

3. Family Member Eligibility

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

C. Dental Benefit Plans

1. Contribution

- a. The State agrees to pay the following contribution for dental benefits that went into effect January 1, 2018. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by California Department of Human Resources.
 1. The State shall pay up to \$38.12 per month for coverage of an eligible employee.
 2. The State shall pay up to \$66.56 per month for coverage of an eligible employee plus one dependent.
 3. The State shall pay up to \$96.21 per month for coverage of an eligible employee plus two or more dependents.
- b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.

2. Employee Eligibility

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

3. Family Member Eligibility

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

4. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility

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

D. Vision Benefit Plan

1. Program Description

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

2. Employee Eligibility

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

3. Family Member Eligibility

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

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

5.2 Employee Assistance Program

- A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug, and stress-related problems such as marital, domestic partner, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to receive treatment or counseling on a variety of substance-related or alcoholism or a drug-related or a stress-related problems so as to retain or recover ~~his/her~~ their value as an employee.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued compensating time off credits, sick leave, annual leave, ~~and~~ vacation leave, 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 compensating time off, sick leave, annual leave, ~~and~~ vacation leave, and holiday credits have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Nonindustrial Disability Insurance. A list of all Employee Assistance Program Coordinators shall be furnished to CAPS annually.
- C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug or stress-related problems confidential, such records shall not be included in the employee's personnel file.
- D. If an employee desires counseling and wishes to maintain total confidentiality, they should call the independent Employee Assistance Program (EAP) vendor directly. The independent EAP vendor's phone number is (866) EAP-4SOC (866-327-4762).
- E. Should an employee contact the EAP Coordinator for help, the EAP records concerning the employee's problems are considered confidential and shall not be included in the employee's personnel file.

5.3 Medical Monitoring

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

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

5.4 Employee Injury on the Job

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. The employee's choice of physician shall be honored in accordance with applicable state law.
- B. An employee who is directed by ~~his/her~~ their supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for ~~his/her~~ their full shift.
- D. The State shall not use the Department of Industrial Relations' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from ~~his/her~~ their normal work assignments.

5.5 Independent Medical Examinations

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

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

5.6 Enhanced Industrial Disability

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

A. IDL

1. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with Section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.
2. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
3. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the 23rd workday of disability until the end of the 52nd week of disability. No IDL payments shall be allowed after two years from the first day (i.e., date) of disability.
4. The employee may elect to supplement payment from the 23rd workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if ~~he/she~~ they had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance, but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
5. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period.
6. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in the Labor Code, except that no employee will be allowed to supplement Temporary Disability payments in an amount which exceeds the employee's full net pay as defined above.

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

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

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

1. An employee in the above enumerated classifications who loses the ability to work for more than 22 days as the result of an injury incurred in the official performance of his/her their duties, may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee under the jurisdiction of the California Department of Corrections and Rehabilitation, a client of the Department of Developmental Services, patient of the Department of State Hospitals or a member of the Department of Veterans Affairs.
2. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this Section, "net salary" is defined as the amount of salary received after federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
3. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress related disabilities, or physical disability having mental origin.

4. The final decision as to whether an employee is eligible for or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
5. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
6. This Section relating to EIDL will not be subject to the arbitration ~~procedure of this MOU.~~

5.7 FlexElect Program

A. Program Description

1. The State agrees to provide a flexible benefits program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subjected to all applicable state and federal laws and related administrative provisions adopted by CalHR.
2. Employees who have qualifying group health and/or dental coverage from another source and who meet the eligibility criteria in Section B will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program.
3. Employees who meet the eligibility criteria in Section B will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

B. Employee Eligibility

1. All eligible employees must have a permanent appointment with a time base of half time or more, or if in a limited-term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not permanent intermittent).
2. Permanent Intermittent (PI) employees shall only participate in the Cash Option and will be eligible to receive a six month cash payment for the first control period of each Plan Year. PIs choosing the Cash Option will qualify if they meet all of the following criteria:
 - a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling.
 - b. Must have a PI appointment which is effective January 1 through June 30 of the Plan Year for which they are enrolling.
 - c. Must be paid for at least 480 hours worked during the January through June control period of the Plan Year for which they are enrolling.
 - d. Must have submitted an enrollment application during the FlexElect Open Enrollment Period or as newly eligible.

C. This Section is not grievable or arbitrable.

5.8 Pre-Tax of Health/Dental/Vision Premiums

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

5.10 Pre-Retirement Death

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

- A. Employees in this unit who are members of the Public Employees Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, pursuant to Government Code Section 21574.7, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. The benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- B. Pursuant to Government Code Section 21581(c), the contribution for employees covered under this new level of benefits will be \$2.00 per month as long as the combined employee and employer cost for this program is \$4.00 per month or less per covered member. If the total cost of this program exceeds \$4.00 per month per member, the employee and the employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS Board, pursuant to Government Code Section 21581.

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

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

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

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

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

5.13 Health Promotion Activities

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.

- B. Departments may, based on operational needs, allow employees up to one full-hour of administrative time-off (ATO) per month, to participate in State-sponsored on-site health promotion activities.

- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the worksite: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

5.14 Organ and Bone Marrow Donation

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

- A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one-year period. Employees who donate bone marrow to another person shall be granted up to five (5) workdays of paid leave (Donor Leave) in any one-year period.
- B. The one-year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
- C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, related to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or vacation/annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick leave, vacation, annual, personal, CTO, Family Medical, catastrophic, and medical leave.
- J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave, and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to ~~his/her~~ their former position

5.XX (5.15) Lactation Accommodation

- A. In compliance with state and federal law, as described in CalHR Manual, Section 1004, departments are required to provide a reasonable amount of break time and an appropriate location to accommodate an employee desiring to express breast milk for their infant child each time the employee has a need to express milk, and an appropriate location to safely store the expressed milk.
- B. This section is subject to the grievance procedure up to the departmental level.

6.1 Business and Travel Expenses

- A. The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses in accordance with CalHR rules and Online HR Manual sections 2201 (Travel and Relocation Policy), 2022 (Mileage Reimbursement), and 2203 (Allowances and Travel Reimbursements).
- B. ~~Effective upon ratification of this agreement by both parties,~~ Lodging, transportation, and per diem expenses incurred will be reimbursed in accordance with the time frame requirements and rates set by CalHR. Personal vehicle mileage reimbursement rates will continue to be tied to the Federal Standard Mileage Reimbursement (FSMR) rates.

6.2 - Moving Expenses

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

6.3 Business Equipment, Materials and Supplies

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

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

6.4 Uniform Replacement

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based upon actual costs for an amount to be determined by the State but not to exceed \$670.00 per year for full-time employees, and not to exceed \$335.00 a year for part-time employees of the Department of Fish and Wildlife, Department of Forestry and Fire Protection and Department of Parks and Recreation.
- B. Uniform means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank or time in service.
- C. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of, or damage to, the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
- D. In those cases where the State does not provide the uniform to be worn, Unit 10 employees shall be responsible for the purchase of the required uniform as a condition of employment. After a Unit 10 employee has been employed for the equivalent of one full year in a permanent position which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform allowance. The uniform replacement allowance anniversary date for employees in the Department of Parks and Recreation shall continue to be February 1 of each year. Employees who do not have one (1) full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.
- E. All required uniform items substantiated with a receipt(s) for same will be reimbursed up to the maximum allowance for the respective allowances as listed in Subsection A above.

6.5 Damage of Personal Items

- A. In accordance with established procedures, when requested by an employee and approved by the department, the State will replace, repair or reimburse for various articles of personal property necessarily worn by unit employees in the course of their ~~his/her~~ employment when such property is damaged or destroyed, through no fault of the employee, while the employee is carrying out their ~~his/her~~ job assignment. Coverage is limited to articles of clothing, eyeglasses, hearing aids, watches, and dentures. Depreciation will be considered in arriving at the reimbursement value of clothing and other articles. The repair or replacement cost for a watch shall not exceed fifty dollars (\$50.00).
- B. This provision does not apply to lost or stolen articles or when recovery is possible under Workers' Compensation laws.

6.6 License Renewal Fees

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

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

6.7 Safety Footwear

- A. The purchase of specific safety or protective footwear required to be worn, but not provided by the employer shall be eligible for a reimbursement of up to \$275.00 every two years.
- B. The employee shall provide the employer with a receipt of purchase upon request for reimbursement.
- C. Upon request to a department, by the Union, the department will provide a list of the assignments eligible to receive this reimbursement.

6.8 New - Overtime Meal Allowance (moved from August 23, 2019, Side Letter)

An overtime meal allowance of up to \$7.50 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an over-time meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift.

7.1 Meal Period

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

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

7.2 Alternative Work Schedules

- A. Alternative work schedules are inclusive of Alternative Work Week Schedules (AWWS); Flexible Work Hours or Flextime; or Reduced Work Time Schedules.
- B. Upon request of a Unit 10 employee or an authorized CAPS representative, a department designee shall meet with such employee or representative and consider requests for establishment of an alternative work schedule, ~~flextime, telecommute schedule or reduced work time~~ for a Unit 10 employee. The request shall not be unreasonably denied. ~~This Section is only appealable to fourth level and is not arbitrable.~~
- C. Work Week Group E (WWG E) and SE (WWG SE) employees working a nonstandard work schedule (e.g., 4/10/40, 9/8/80) will be charged the number of hours scheduled for the day when they are absent for a whole day.
- D. Disputes arising under this section of the MOU shall be subject to the grievance procedure up to the fourth step, but not subject to arbitration.

7.3 Overtime Scheduling

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

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

7.4 Call Back Time

- A. An employee in Work Week Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins three (3) or more hours after the completion of the work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off, the employee shall receive call back compensation. When staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

7.6 Duty Officer – Department of Toxic Substances Control

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

B. ASSIGNMENT:

1. On a seven consecutive day rotational basis, an ERDO volunteer will serve as primary contact during non-regular work hours and will be available by telephone at all times during the assignment as ERDO. A period of less than seven days may be assigned at the ERDO's request due to extreme and unusual conditions.
2. Those ERDO volunteers not acting as primary ERDO will act as backup contacts, if available, in the event the primary ERDO cannot be reached or is unable to carry out the duties of the assignment. The non-regular work hours that will be covered by the ERDO include weekdays from 5:00 pm to 8:00 am, with 24-hour coverage on weekends and days the office is closed during normal workdays, holidays, and/or emergencies.

C. COMPENSATION:

1. ~~Effective upon ratification of this Agreement,~~ ERDO volunteers shall receive a baseline compensation of one (1) hour of paid at time and a half for each weekday period (5 pm to 8 am), and 3.5 hours of paid at time and a half for each day (24 hours) on the weekend for a total of 12 hours paid at time and a half per week.
2. Any compensation for time spent acting as ERDO for less than a full weekday or weekend period shall be pro-rated on these baseline rates.
3. An after-hours ERDO working on a holiday shall receive an additional four (4) hours paid at time and a half.

4. In addition to the baseline compensation of 12 hours per week, employees shall receive a minimum of two (2) hours paid at time and a half per incident handled. Time exceeding two hours will be compensated with pay at time and a half for each quarter hour increment. DTSC will compensate with pay paid at time and a half unless management and the employee agree on compensating time off (CTO).
5. When an ERDO volunteer determines ~~he/she~~ they needs rest during regular work hours, the ERDO volunteer may request up to four (4) hours administrative time off to be granted at the supervisor's discretion.

7.7 Work Week Group Definitions and Compensation

A. Work Week Group 2

1. Work Week Group 2 applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA).
2. Overtime for employees' subject to the provisions of the FLSA is defined as all hours worked in excess of forty (40) hours in a period of 168 hours or seven consecutive 24-hour periods.
3. The State employer agrees to administer current rules and practices regarding work week groups and overtime. Only time actually worked shall be considered time worked towards premium overtime in a work week. This means that time spent by employees on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., shall not be counted as time worked for purposes of determining eligibility for premium overtime.
4. Employees in Work Week Group 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:
 - a. Cash compensation shall be at one and one-half (1½) times the hourly rate.
 - b. Compensating time off for Work Week Group 2 employees shall be given at one and one-half (1½) hours for each overtime hour worked.
5. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

B. Work Week Group E

1. State employees who are exempt from the FLSA are salaried, not hourly, workers.
2. To assure continued exemption from the FLSA, the following is the state's policy for all employees exempt from the FLSA:
 - a. Management determines, consistent with the current memorandum of understanding, the products, services, and standards which must be met by FLSA exempt employees.

- b. The salary paid to FLSA exempt employees is full compensation for all hours worked.
- c. FLSA exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal, with the exception of Subsection 7.7(B)(3) below.
- d. FLSA exempt employees are expected to work the hours necessary to accomplish assignments and fulfill their responsibilities. The employee's workload will normally require 40 hours per week to accomplish. However, inherent in the job is the responsibility and expectation that work weeks of longer duration may be necessary for which there will be no additional compensation in any form.
- e. Management can require FLSA exempt employees to work specified hours.

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

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

- f. Consistent with the salaried nature of FLSA exempt employees, these employees:
 - 1. Shall not be charged any paid leave for absences in less than whole day increments;
 - 2. Shall not be docked for absences of less than a day;
 - 3. Shall not be suspended in increments of less than one complete work week (one week, two weeks, three weeks, etc.) when facing discipline, suspensions, demotions, or discharge;
 - 4. Shall not have absences of less than a day recorded for attendance record keeping or compensation purposes.

3. CDFW and CDFA Unit 10 Veterinarians who have a Doctor in Veterinarian Medicine or the equivalent of a Doctor in Veterinarian Medicine and all CDFW Toxicologists who are assigned to an Incident Command Structure (ICS) response will have their Work Week Group (WWG) changed from WWG E to WWG 2 for the duration of the employee's assignment to the incident or while they occupy an ICS position.

In addition to the classifications referenced above, employees in the following classifications who are assigned to an ICS will also have their WWG changed from WWG E to WWG 2 during their assignment:

1. Research Scientist II (Epidemiology/Biostatistics)
 2. Research Scientist III (Epidemiology/Biostatistics)
 3. Research Scientist IV (Epidemiology/Biostatistics)
 4. Staff Chemist
- a. The calculation of hours of work for ICS assignments and/or positions will be based on complete work week increments and will not begin or end mid-week. A "work week" is defined as Sunday through Saturday.
 - b. Upon the switch to WWG 2, employees will be subject to all provisions outlined in Subsection 7.7(A), Work Week Group 2 above.

C. Work Week Group SE

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

7.8 On-Call Assignments - Department of Fish and Wildlife

A. Office of Spill Prevention and Response (OSPR)

1. On-Call Program

- a. "On-call" is the requirement that an employee be available during specified off-duty hours to receive an order to work. An employee assigned to on-call duty shall, at all times while on-call, be prepared to respond in a fit and able condition. Employees not scheduled for on-call duty who are called back to work are not eligible for on-call compensation. Rather, appropriate call back provisions apply.
- b. The Office of Spill Prevention and Response (OSPR) requires designated Unit 10 employees to be available during non-work hours to respond in accordance with program procedures to departmental emergencies and any other urgent, operational needs of the Department. The programs shall clearly specify in writing when any designated Unit 10 employee will be required to be available when not working, and what periods of non-working hours such employees shall be required to be available. Any Unit 10 employee with appropriate training may be selected for emergency response pursuant to this Section.

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

- a. The OSPR will establish and make available ~~publish~~ on-call schedules ~~on a monthly basis~~ through a shared electronic calendar for each field response team (FRT) at least one month in advance of the on-call rotation. ~~The on-call scheduler will consult with staff required to be on-call in an effort to accommodate staff time off and/or other travel when preparing the on-call schedule. The schedules are based on a standard seven-day rotation. Staff will work out necessary switches in on-call rotations or specific days between themselves and make sure that schedules are updated to reflect those changes. Staff will notify Dispatch and their Response Supervisor of any changes to the on-call schedules. Supervisors may need to adjust the schedule or rotation if there are staff vacancies or extended staff leave. Substitution must be voluntary on the part of both employees and approved by the appropriate Response Supervisor prior to the beginning of the on-call assignment.~~ A Response Supervisor is a manager or supervisor who has the authority to call back and assign employees to an emergency incident.
- b. The on-call employee shall check and update or request update of the appropriate FRT electronic On-Call calendar if there are inaccuracies in the schedule.
- c. If an employee, due to an emergency or illness, is unable to fulfill his/her on-call duty responsibilities, he/she must notify their Response Supervisor who can identify staff to cover the on-call shift(s). ~~the dispatch center.~~ The

Response Supervisor will first seek volunteers to cover the on-call shift. However, if no one volunteers or the program is under time constraints, management retains the discretion to make on-call assignments from among program Unit 10 employees.

- d. Management retains the right to place additional program Unit 10 employees on on-call duty during emergency situations.
 - e. Employees assigned to on-call duty must respond within fifteen (15) minutes of being contacted by a program communication dispatcher. If the employee does not respond to the initial call, the dispatcher will make a second attempt to reach the employee. If the dispatcher is still unable to reach the on-call employee, the dispatcher shall contact the Response Supervisor. "Respond" in this case means contacting the dispatcher and beginning the response assessment procedure, including fact finding via telephone and/or driving to a particular incident.
 - f. Employees on-call who do not respond or cannot be located may forfeit their on-call compensation.
3. Cell Phones
- a. The program will furnish cellular telephones and require employees assigned to on-call duty to carry these with them. Assigned employees shall be required to keep the cell phone activated and available, and to respond in the event he/she is contacted by a dispatch ~~departmental~~ representative during such on-call time.
 - b. ~~The on-call employee shall check in with the dispatcher at the beginning of each on-call shift to verify the dispatcher has the correct on-call schedule.~~
 - b. It is the responsibility of the employee to give the dispatcher another contact number if the employee is in an area where the cell phone does not work.

4. Compensation

Any OSPR Unit 10 employee covered by the Fair Labor Standards Act (FLSA) and assigned to be available for OSPR on-call duty shall be credited with two (2) hours of cash or compensating time off (CTO) at regular time for every eight (8) hours of on-call time. No more than six (6) hours of cash or CTO will be compensated for a twenty-four (24) hour period consisting of three (3) eight (8) hour on-call shifts. ~~four (4) hours of compensating time off (CTO) or cash at department's discretion for on-call time on a workday and six (6) hours of CTO or~~

~~cash at department's discretion for on-call time on an administrative day off (24 hour period) provided his/her on-call time is not interrupted by a call back.~~

~~If during the workday the employee's on-call time is interrupted by a call back, then the employee will only be compensated two (2) hours of CTO or cash at department's discretion for eight (8) hours or less of on-call time or four (4) hours of CTO or cash at department's discretion for more than eight (8) hours of on-call time. If this situation occurs during an administrative day off, the employee will receive only two (2) hours of CTO or cash at department's discretion for eight (8) hours or less of on-call time, four (4) hours of CTO or cash at department's discretion for more than eight (8) hours but less than sixteen (16) hours of on-call time or six (6) hours of CTO or cash at department's discretion for more than sixteen (16) hours of on-call time.~~

For purposes of this agreement section, "On-call time" does not include the employee's normal work hours, including the lunch period, and scheduled or unscheduled overtime. Also, on-call time and compensation are calculated at regular time and shall not be considered as time worked for overtime purposes consistent with federal and state law.

This table provides a summary of how on-call cash or CTO compensation is calculated:

<u>Day of Week</u>	<u>12:00 AM to 8:00 AM</u> <u>(8 HOUR SHIFT)</u>	<u>8:00 AM to 4:00 PM</u> <u>(8 HOUR SHIFT)</u>	<u>4:00 PM to 12:00 AM</u> <u>(8 HOUR SHIFT)</u>	<u>Total Hours of On-Call Compensation</u>
<u>Thursday</u>	<u>PREVIOUS SHIFT</u>	<u>Workday</u>	<u>2</u>	<u>2</u>
<u>Friday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Saturday</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>6</u>
<u>Sunday</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>6</u>
<u>Monday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Tuesday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Wednesday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Thursday</u>	<u>2</u>	<u>NEW SHIFT</u>		<u>2</u>
				<u>TOTAL: 32 hours at regular time</u>

~~For purposes of this agreement, "On-call Time" does not include the employee's normal work hours, including the lunch period, and scheduled or unscheduled overtime.~~

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

This two (2) hour compensation at regular time for on-call coverage is considered administrative time and is assumed to cover up to two hours of receiving on-call spill notifications, reviewing basic information about the spills or locations, and having telephone conversations with response parties and partners during the eight (8) hour on-call period.

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

5. Response While On-Call.

If a program Unit 10 FLSA covered employee, while on on-call duty, is required by the OSPR/MRSR to attend to the operational needs of the Department and to report to a particular site or work location, that employee shall be compensated in accordance with the call-back provisions in Article 7.4 ~~of the Memorandum of Understanding (MOU) between CAPS and the State of California~~. If a response to a particular site or work location is not required, and an employee spends two hours or more supporting a particular incident via telephone, the employee will only be compensated for the actual time spent on the telephone response, and assessing the situation This compensation will be in addition to the on-call compensation.

6. Dispute Resolution.

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

7.9 Arduous Duty Differential for FLSA Exempt Employees

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

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

A. Non-negotiable Deadline or Extreme Urgency

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

B. Work Exceeds Normal Work Hours and Normal Productivity

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

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

C. Work is Unavoidable

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

D. Work Involves Extremely Heavy Workload

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

E. No Other Compensation

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

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

7.11 Telework Stipend Program

A. Eligibility

Effective October 1, 2021 ~~and payable after the first day of the pay period following ratification~~, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered as defined within the State Administrative Manual Management Memo - Telework Policy with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered as defined within the State Administrative Manual Management Memo - Telework Policy with an approved telework agreement shall receive \$25 per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first day of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
7. No receipts shall be required for the payment of this stipend.

8. ~~Effective the first day of the pay period following ratification, n~~No reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved offices supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with ~~the MOU and~~ departmental policy.
 9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this ~~side letter~~ section ~~and the terms of the MOU.~~
- C. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.
- D. Should the stipend amounts, as listed in Section A(1) and A(2), for any other Bargaining Unit result in more than what is received by Bargaining Unit 10 employees, the same rate shall apply to Unit 10 employees simultaneously.

7.13 On-Call Assignments – Public Health

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

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

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

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

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

8 Retirement

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to Step 4 (CalHR) level.

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

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

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

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

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

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

E. Employee Retirement Contribution

1. As stated in Government Code Section 20677.71, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute eight percent (8%) of monthly compensation in excess of \$513.00 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of \$317.00 for retirement.
2. As stated in Government Code Section 20683.2, Industrial members shall pay an additional one percent (1%) employee retirement contribution to retirement. Effective July 1, 2013, Industrial members subject to social

security shall contribute nine percent (9%) of pensionable compensation in excess of \$513.00 to retirement.

3. Industrial members not subject to social security shall contribute ten percent (10%) of pensionable compensation in excess of \$317.00 to retirement.
4. The employee contribution rates described in 8.1 (E)(1), 8.1 (E)(2), and 8.1 (E)(3) for First Tier A, First Tier B, and PEPRA First Tier retirement formulas shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016- 17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.1 (E)(1), 8.1 (E)(2), or 8.1 (E)(3), respectively. After CalPERS determines (a) and (b) above have been met, the employee contribution rate for miscellaneous or industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to the employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, ~~2024~~, 2020 the employee contribution shall return to the rate in effect July 1, 2018, as described in 8.1 (E)(1), 8.1 (E)(2), and 8.1 (E)(3).

F. Final Compensation

1. Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
2. Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

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

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

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

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

Age at Retirement	State Safety A Formula (2.5% at age 55) Employees hired prior to January 15, 2011	State Safety B Formula (2% at age 55) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA State Safety Formula (2% at age 57) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.700	1.426	1.426
51	1.800	1.522	1.508

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

E. Employee Retirement Contribution

1. As stated in Government Code Section 20683.2, State Safety members shall contribute an additional one percent (1%) retirement contribution. Effective July 1, 2013, State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317.00 for retirement.
2. Effective July 1, 2014, State Safety members shall contribute an additional one percent (1 %) retirement contribution. State Safety members shall contribute eleven percent (11 %) of pensionable compensation in excess of \$317.00 for retirement.
3. The employee contribution rates described in 8.2(E)(2) for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall remain in effect until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.2(E)(2). After CalPERS determines (a) and (b) above have been met, the employee contribution rate for State Safety A, State Safety B, PEPRA State Safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, ~~2021~~2020, the employee contribution shall return to the rate in effect July 1, 2018, as described in 8.2(E)(2).

F. Final Compensation

1. Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
2. Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

8.3 Second-Tier Retirement Plan

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

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

Age at Retirement	PEPRA Formula (1.25% at age 65) Employees first hired on and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.500	N/A
51	0.550	N/A
52	0.600	0.650
53	0.650	0.690
54	0.700	0.730
55	0.750	0.770
56	0.800	0.810
57	0.850	0.850
58	0.900	0.890
59	0.950	0.930
60	1.000	0.970
61	1.050	1.010
62	1.100	1.050
63	1.150	1.090
64	1.200	1.130
65	1.250	1.170
66	1.250	1.210
67	1.250	1.250

D. Employee Retirement Contribution

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

E. Final Compensation

1. Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
2. Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

8.4 Savings Plus Program Defined Contribution Tax Advantage Retirement Savings Plans

- A. ~~The Savings Plus Program is comprised of an IRC 457 plan, and IRC 401(k) plan.~~ The Department of Human Resources administers two (2) voluntary defined contribution plans, under Sections 457(b) and 401(k) of the Internal Revenue Code. Employees in Unit 10 are eligible to be included in these defined contribution plans. Contributions can be made via Traditional (pre-tax) or ROTH (post tax). All Unit 10 employees shall be eligible to participate in these program options. Participation shall be voluntary.

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

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

8.6 Enhanced Industrial Retirement

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

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

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period.

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

B. Alternate Retirement Program - New Employees

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

C. Equal Sharing of Normal Cost

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

8.8 Tax Treatment of Employee Retirement Contributions

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

A. Pick up of Employee Contributions

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

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

B. Tax Characterization of Picked-Up Employee Contributions

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

C. Wage Adjustment

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

D. Limitations to Operability

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

E. No Arbitration

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

8.9 Prefunding of Postretirement Health Benefits

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

- A. ~~Beginning July 1, 2017, t~~The State and CAPS will prefund retiree healthcare with the goal of ~~reaching~~ maintaining a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees. The amount of employee and matching employer contributions required to prefund retiree healthcare was phased in over three years as follows: ~~shall increase by the following percentages of pensionable compensation;~~
1. July 1, 2017: by 0.7 percent,
 2. July 1, 2018: by 0.7 percent, for a total of 1.4 percent,
 3. July 1, 2019: by 1.4 percent, for a total of 2.8 percent.

As of July 1, 2021, the amount of employee and matching employer contribution is 2.1 percent.

- B. ~~After July 1, 2019, t~~The contribution percentages described in paragraph A shall be adjusted based on actuarially determined total normal costs. Adjustments to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the total normal cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, ~~commencing no sooner than July 1, 2020,~~ the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost-sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year.
- C. ~~Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 and 2021-22 fiscal years, as described in paragraphs A and B, is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue in the 2020-21 and 2021-22 fiscal years, as described in paragraphs A and B.~~

~~Effective on the first day of the pay period following ratification by both parties, BU 10 Article 8.9 will be in full effect and the employee's monthly contribution for prefunding other post-employment benefits will resume at the actuarially determined normal costs calculated pursuant to 8.9(B), which is currently 2.1 percent, based on June 30, 2019 valuation and 2019-20 pensionable compensation.~~

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

All Bargaining Unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than halftime, do not contribute. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 10 shall begin contributing immediately, unless they are not subject, as set forth above.

E. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.

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

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

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

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

8.10 Employer Contribution for Retiree Health Benefits

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

- A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
 - 1. “Weighted average of the health benefit plan premiums” as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
 - 2. This section shall apply to all employees first hired on or after January 1, 2016.

- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
 - 1. “Weighted average of the health benefit plan premiums” as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
 - 2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.
 - 3. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.

- C. State employees and annuitants in BU 10 hired on or after January 1, 2016 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.
- D. This section does not apply to:
1. State employees previously employed before January 1, 2016, who return to state employment on or after January 1, 2016; and
 2. State employees on an approved leave of absence employed before January 1, 2016, who return to active employment on or after January 1, 2016.
- E. The parties agree to support any legislation necessary to facilitate and implement this provision.

8.11 Post-retirement Health and Dental Benefit Vesting

- A. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2016 for post-retirement health benefits vesting, and the vesting schedule shall also apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2019 for post-retirement dental benefits vesting.

Health and Dental Benefits Vesting	
Credited Years of Service (For Employees in state service prior to January 1, 2016 <u>for health benefits vesting; and for Employees in state service prior to January 1, 2019 for dental benefits vesting</u>)	Percent Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

- B. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2016 for post-retirement health benefits vesting, and the vesting schedule shall also apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2019 for post-retirement dental benefits vesting.
- C. The portion of the employer contribution toward postretirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled “Health and Dental Benefits Vesting.” The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.
- D. State employees as defined in B above, who become BU 10 employees on or after January 1, 2016, shall not receive any portion of the employer’s contribution payable for postretirement health ~~and dental~~ benefits unless those employees are credited with 15 years of State service as defined by law. State employees

as defined in B above, who become BU 10 employees on or after January 1, 2019, shall not receive any portion of the employer's contribution payable for postretirement dental benefits unless those employees are credited with 15 years of State service as defined by law.

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

Health Health and Dental Benefits Vesting	
Credited Years of Service (For Employees new to state service on or after January 1, 2016 <u>for health benefits vesting</u> ; and Employees new to state service on or after January 1, 2019 <u>for dental benefits vesting</u>)	Percent of Employer Contribution
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

- F. This section shall apply only to State employees who retire for service.
- G. Benefits provided an employee by this section shall be applicable to all future State service.
- H. For the purposes of this section State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.
- I. The parties agree to support any legislation necessary to facilitate post-retirement health and dental vesting, as identified in Government Code Sections 22874, 22874.2, 22958, or any other applicable section of the Government Code.

9.1 Purpose

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

9.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and CAPS, involving the interpretation, application, or enforcement of the express terms of ~~this Agreement~~ the implemented terms.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by ~~this Agreement~~ the implemented terms and not under the jurisdiction of SPB. Complaints may be appealed to the fourth level if the department head or designee does not timely answer at Step 3.
- C. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.
- D. As used in this procedure, the term “party” means CAPS, an employee, or the State.
- E. A “CAPS representative” refers to an employee designated as a CAPS representative or a paid staff consultant.

9.3 Time Limits

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

9.4 Waiver of Steps

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

9.5 Presentation

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

9.6 Informal Discussion

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

9.7 Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
1. Thirty (30) ~~Twenty-one (21)~~ calendar days after the event or circumstances occasioning the grievance, or
 2. Within twenty-one (21) ~~fourteen (14)~~ calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, if the informal grievance procedure is not initiated within the period specified in Subsection A.1 above, the period in which to bring the grievance shall not be extended by Subsection A.2 above.
- C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.
- D. Within thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.
- E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of ~~this Agreement~~ the implemented terms.

9.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) ~~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 thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.
- C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement ~~the~~ implemented terms.

9.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within thirty (30) ~~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 thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

9.10 Formal Grievance – Step 4

- A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) ~~twenty-one (21)~~ calendar days after receipt to the Director of the California Department of Human Resources (CalHR) or designee via email to grievances@calhr.ca.gov.

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

9.11 Response

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

9.13 Health and Safety Grievances

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

A. Health and Safety Grievance - Step 2

1. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 9.6, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal.
2. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

B. Health and Safety Grievance - Step 3

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
2. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.
- ~~3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response, CAPS shall have the right to submit the grievance to arbitration.~~

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

13.9 State Owned Housing Rental and Utility Rates

A. Rent

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

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to 25 percent each year, not to exceed fair market value.
2. During the term of this contract, where no rent is being charged, the State may raise rents up to \$75.00 per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance after July 1, 1992, and annually thereafter, when the rental of State housing is made a condition of employment, the State may charge the employee 10 percent less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of 30 days' advance notice.

B. Utilities

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

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

15.1 Release Time for State Civil Service Examinations

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

15.2 Performance Appraisal

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

15.3 Training

- A. The State agrees to reimburse Unit 10 employees for expenses incurred as a result of attending departmentally approved and authorized job-required training. Attendance shall be without loss of compensation. Departmentally approved and authorized training attended during off-duty hours shall be considered work time. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:
1. Tuition and/or registration fees,
 2. Cost of course-required books and materials,
 3. Transportation or mileage expenses,
 4. Toll and parking fees, and
 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Section 6.1 of this Agreement.
- C. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion of either: (1) the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.
- D. As authorized and approved by a department, a Unit 10 employee may attend, without loss of compensation, and may be reimbursed, in full or in part, for training designed to increase the employee's job proficiency or professional career development and growth, and/or to maintain or obtain required professional licensure, certification or registration.
- E. All training requests, approvals, and disapprovals shall be in accordance with departmental procedures. Management shall respond to all training requests within twenty-one (21) calendar days from the date the request was received. The parties may mutually agree to extend this response period. Employee training requests must be compatible with ~~his/her~~ their approved individual Development Plan where such plans are utilized. When an employee training request is denied, the department will give consideration to this fact when reviewing the employee's next request for training.
- F. This Section is only appealable to the third step of the grievance procedure and is not arbitrable.

15.4 Certification or Registration

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

15.6 Professional Papers

- A. Upon prior approval of the department head or designee, the State may provide a Unit 10 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.
- D. ~~Signature credit shall be given to~~ Employees who author or co-author any scientific research document and/or professional paper shall be credited as authors.
- E. The department head or designee shall respond to the employee's request for research, preparation, and presentation of professional papers within thirty (30) days from the date the request was received.

15.7 Volunteer Training

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

15.8 Professional Society Dues

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

15.9 Professional Conferences

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

15.10 Professional Development

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

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

As a condition of employment with the State of California, maintenance of required license or certification is the responsibility of the employee. For courses directly related to maintaining licensure or certification, the State every two-year-licensing cycle shall provide each Unit 10 employee up to 36 hours of Continuing Education (CE) leave and reasonable travel time. CE courses shall be at the discretion of the supervisor and CE courses shall be related to the employee's current job duties.

- A. The State shall not require Unit 10 employees to utilize vacation/sick leave, annual leave, CTO or Personal Leave to attend conferences directly related to maintaining licensure or certification. The time used for CE leave, regardless of location, shall be considered the same as other paid leave (i.e. vacation, annual leave). CE shall not be subject to any other leave cash-out provisions, nor shall CE leave be cashed-out at separation or retirement. CE leave shall be carried over to the next fiscal year if the employee is denied or does not have the opportunity to use his/her their CE leave during the fiscal year.
- B. Requests for CE leave must be submitted to the supervisor or designee at least fourteen (14) days prior to the CE training. The department or designee shall approve or deny requests for CE leave within seven (7) workdays. CE requests shall not be unreasonably denied.
- C. The State will reimburse up to \$1,000.00 per year to cover CE costs for tuition and/or registration fees, associated memberships, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and sustenance expenses, and all other work-related expenses for courses directly related to licensure or certification. Certificates of completion shall be submitted with the expense claim. Employees working less than full-time shall be entitled to a pro-rated amount of \$1,000.00 per year.

16.1 Layoff and Reemployment

A. Application.

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

B. Order of Layoff.

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

C. Notice.

Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30 calendar day time period will begin to run on date of mailing of the notice. Notice of the layoff shall be sent to CAPS.

D. Transfer or Demotion in Lieu of Layoff.

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

E. Reemployment.

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

F. State Service Credit for Layoff Purposes.

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

from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

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

16.2 Reducing the Adverse Effects of Layoff

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

16.3 Change in Work Location

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

The State will normally provide Unit 10 employees with at least seven (7) working days' advance notice of a change in their work location which would not reasonably require the employee to change ~~his/her~~ their place of residence. This advance notice is not required if: (1) the new work location is within the general vicinity of the employee's current regular street business address, (2) the change is due to an unforeseen emergency, or (3) the change is made at the request of the employee.

16.5 Hardship Transfer

- A. The State and CAPS recognize the importance of hardship transfers as a way of dealing with work issues and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; a substantiated complaint of workplace violence or workplace bullying; mandatory job transfer of a spouse or domestic partner (in accordance with Family Code Section 297); or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area, work location, or unit to mitigate the hardship.
- B. The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area, work location, or unit. If the employee accepts the position of a lower paid classification, the State shall endeavor to reinstate the employee to their ~~his/her~~ former classification and comparable salary level. Reasons for the inability to grant the transfer shall be provided in writing as soon as practicable.
- C. Transfers under this section shall be considered voluntary.
- D. The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

17.1 Classification Changes

- A. When the California Department of Human Resources (CalHR) desires to establish a new classification and assigns it to Bargaining Unit 10 or intends to modify an existing one that is in Bargaining Unit 10, CalHR shall inform CAPS of the proposal during CalHR's preparatory stages of the proposal. CAPS may request to meet with CalHR regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for CAPS to provide input. Upon request, CalHR may furnish CAPS with drafts of the proposed classification specifications.
- B. CalHR shall notify and submit to CAPS the final classification proposal at least 20 work days prior to the date State Personnel Board (SPB) is scheduled to adopt it.
- ~~C. If CAPS requests in writing within ten (10) work days of receipt of the notice, CalHR shall meet with CAPS to discuss the final proposal. If CAPS does not respond to the notice, or if CAPS does not meet within five (5) work days from the date of request, the classification proposal shall be deemed agreeable to CAPS and be placed on SPB's consent calendar.~~
- ~~D. CalHR shall meet and confer, if requested in writing within five (5) work days from the date SPB approved the classification change, regarding only the compensation provisions of the classification. CalHR shall respond to CAPS within ten (10) days of CAPS' written request to meet regarding the compensation provisions of any new classification. CalHR shall not implement the proposed or revised classification until CalHR and CAPS meet and confer regarding the compensation.~~
- E. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 9.

17.2 Out-of-Class Grievance Process

A. Definitions

1. "Working out-of-class" (a.k.a. "out-of-class work") is defined as performing, more than 50 percent of the time, the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which the employee has a current, legal appointment.
2. A "pre-arranged out-of-class assignment" is defined as the intentional assignment of out-of-class work to an employee by the employee's appointing power, department head or designee for a defined period of time of up to 120 days or, if approved by the California Department of Human Resources, up to one year.
3. "Terminated out-of-class work or assignment" is defined as "working out-of-class" (as defined above) in which the out-of-class work or assignment has ceased either because the duties and responsibilities that created the out-of-class situation were removed, or the percentage of time spent performing the full range of duties and responsibilities fell below 50 percent, or the employee is no longer working in the position alleged to have created the out-of-class situation.

B. Pre-arranged Out-of-Class Assignments

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

1. Rate of Pay:

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

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

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

C. Out-of-Class Grievances

1. Exclusive Appeal Process:

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

2. Out-of-Class Remedy:

The grievance and arbitration procedure described in Subsection E shall be the exclusive means by which alleged out-of-class appeals shall be remedied, including those referenced in Government Code Sections 19818.6 and 19818.20.

3. Retroactive Pay:

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

4. Back Pay Limited to One Year:

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

~~5. Arbitrator Limitations:~~

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

D. Grievance Procedure and Time Limits

1. Duty to File Timely Grievance:

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

2. Third Level Appeal:

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

3. Third Level Response:

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

4. Fourth Level Appeal:

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

5. Fourth Level Response:

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

~~6. Arbitration Request:~~

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

~~7. Arbitration Process:~~

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

~~E. Arbitrator Award:~~

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

F. The payments made pursuant to this provision will not be considered compensation for retirement purposes for PEPRA members.

18.1 Permanent Intermittent Appointments

- A. An “intermittent” position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. An intermittent employee may work up to 1,500 hours in any calendar year based upon SPB rule. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. Each department may establish an exclusive pool of intermittent employees based upon operational need.
- C. Each department will endeavor to provide intermittent employees reasonable advance notice of their work schedule.
- D. Upon mutual agreement, a department head or designee may grant an intermittent employee a period of nonavailability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of nonavailability may be revoked based on operational needs. An employee on nonavailable status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. An intermittent employee will become eligible for leave credits in the following manner:

- 1. Sick Leave.

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

- 2. Vacation Leave.

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

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

- c. Allow the employee to retain ~~his/her~~ their vacation credits; or
- d. Effect a combination of a, b or c above.

3. Annual Leave.

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

- a. Pay the permanent intermittent employee in a lump sum payment for accumulated annual leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
- c. Allow the permanent intermittent employee to retain his/her annual leave credits; or
- d. Effect a combination of a, b, or c, above.

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

4. Holidays.

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

5. Bereavement Leave.

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

6. Jury Duty.

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

7. Non-industrial Disability Leave.

Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the

total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

8. Pay Day.

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

9. Dental Benefits.

An intermittent employee will be eligible during each calendar year for dental benefits if the employee works at least half time, has an appointment for more than six (6) months, and must have been credited with a minimum of 480 paid hours within one of the two designated six (6) month periods in a calendar year. To continue benefits, an employee must be credited with a minimum of 480 paid hours in a designated six (6) month period or 960 paid hours in two consecutive designated six (6) month periods. For the purposes of this Section, the designated six (6) month periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible intermittent employee must enroll in a dental benefit plan within 60 calendar days from his/her date of qualification.

10. Health Benefits.

Intermittent employee eligibility for health benefits is consistent with Item (9) above.

11. All remaining conditions of employment that relate to the employee shall be administered in accordance with existing rules and regulations, unless modified by ~~this Agreement~~ the implemented terms.

19.1 Request for Reinstatement after AWOL Separation

In any hearing of an automatic resignation (AWOL) pursuant to Government Code Section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the California Department of Human Resources, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of ~~this contract~~ the implemented terms, nor may it otherwise be appealed to a court of competent jurisdiction.

This provision does not otherwise limit or expand any other authority of the hearing officer under Government Code Section 19996.2.

19.2 Incompatible Activities

Each department shall have a formal incompatible activities policy. Copies of the policy shall be provided to employees upon request. Unit 10 members who wish to engage in outside activities may request, in writing, a formal departmental review. The department shall provide a determination, in writing, within 30 calendar days. Departmental determinations of incompatibility shall be grievable up to the Department level of review (Step 3) but not arbitrable.

19.3 Personnel and Evaluation Materials

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in ~~his/her~~ their official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date the document acknowledging receipt. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or ~~his/her~~ their authorized representative may review ~~his/her~~ the employee's official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.
- E. The employee shall have a right to insert in ~~his/her~~ their file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in CAPS/State collective bargaining negotiations shall recognize the employee's frequent absence from ~~his/her~~ their State job and the impact of such absences on the employee's performance.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three-year period. Except that, by mutual agreement between a department head or designee and an employee, an adverse action material may be removed.

19.4 Release Time for State Personnel Board

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

19.6 Transportation Incentives

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Mass Transit
Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65.00 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65.00 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- C. Van Pool
Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65.00 per month. In lieu of the vanpool rider reimbursement, the State shall provide \$100.00 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement contributions. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specially designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- D. Mass Transit and Vanpool
Employees headquartered out-of-state shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65.00 per month or in the case of the primary vanpool driver, the \$100.00 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.
- E. ~~For the term of this Agreement, the parties agree that~~The State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars (\$20.00) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees 60 days but no less than 30 days' notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area

of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared with rates for covered parking.

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

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

19.7 Group Legal Services

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