

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, lcushing@library.berkeley.edu

**IDnum** 14      **Language** English      **Country** United States      **State** CA

### Union

**Local** California Union of Safety Employees Bargaining Unit 7

Occupations Represented
Occupational health and safety specialists and technicians

**Bargaining Agency** State of California

### Agency industrial classification (NAICS):

92 (Public Administration)

**BeginYear** 1999      **EndYear** 2001

**Source** <http://www.dpa.ca.gov/collbarg/contract/unit07contract99.htm>

**Original\_format** MS Word (unitary)

### Notes

### Contact

**Full text contract begins on following page.**

---



**AGREEMENT**  
between  
**STATE OF CALIFORNIA**  
and  
**California Union of Safety Employees (CAUSE)**  
covering

**BARGAINING UNIT 7**  
**PROTECTIVE SERVICES AND PUBLIC**  
**SAFETY**

Effective  
**07/01/99** through **06/30/01**

**CALIFORNIA UNION OF SAFETY EMPLOYEES  
 BARGAINING UNIT 7  
 PROTECTIVE SERVICES AND PUBLIC SAFETY**

**TABLE OF CONTENTS**

**PREAMBLE.....8**

**ARTICLE 1 - RECOGNITION.....8**  
 1.1 RECOGNITION..... 8

**ARTICLE 2 - CAUSE RIGHTS .....8**  
 2.1 CAUSE REPRESENTATIVES ..... 8  
 2.2 ACCESS ..... 9  
 2.3 BULLETIN BOARDS ..... 9  
 2.4 USE OF STATE FACILITIES ..... 9  
 2.5 ORIENTATION..... 10  
 2.6 NO REPRISALS ..... 10  
 2.7 HOLIDAY EXCESS TIME ..... 10  
 2.8 EMPLOYEE DONATED RELEASE TIME BANK ..... 10  
 2.9 EMPLOYEE PERSONAL RELEASE TIME..... 11  
 2.10 UNION RELEASE TIME BANK ..... 11  
 2.11 OFFICER RELEASE TIME..... 11

**ARTICLE 3 - DUES DEDUCTION/ORGANIZATIONAL SECURITY .....11**  
 3.1 UNION SECURITY..... 11  
 3.2 RESOLUTION OF FAIR SHARE/DUES DEDUCTION PROBLEMS ..... 13  
 3.3 RELEASE OF HOME ADDRESSES ..... 13

**ARTICLE 4 - MANAGEMENT RIGHTS .....15**  
 4.1 MANAGEMENT RIGHTS ..... 15

**ARTICLE 5 - GENERAL PROVISIONS .....15**  
 5.1 NO-STRIKE ..... 15  
 5.2 SUPERSESSION..... 16  
 5.3 PUBLICATION OF CONTRACT..... 21  
 5.4 SEVERANCE..... 22  
 5.5 NON-DISCRIMINATION..... 22  
 5.6 DEPARTMENT DEFINED..... 22

**ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE.....22**  
 6.1 PURPOSE..... 22  
 6.2 DEFINITION..... 22  
 6.3 TIME LIMITS ..... 23  
 6.4 WAIVER OF STEPS..... 23  
 6.5 PRESENTATION..... 23  
 6.6 EMPLOYEE RIGHTS ..... 23  
 6.7 INFORMAL DISCUSSION ..... 23  
 6.8 FORMAL GRIEVANCE - STEP 1..... 23  
 6.9 FORMAL GRIEVANCE - STEP 2..... 24

6.10 FORMAL GRIEVANCE - STEP 3.....	24
6.11 FORMAL GRIEVANCE- STEP 4 .....	24
6.12 RESPONSE.....	25
6.13 FORMAL GRIEVANCE - STEP 5.....	25
6.14 HEALTH AND SAFETY GRIEVANCES .....	25
6.15 IMMEDIATE DISPUTE RESOLUTION-HEALTH AND SAFETY .....	27
6.16 MINI-ARBITRATION PROCEDURE.....	28
6.17 PERFORMANCE GRIEVANCE.....	29
<b>ARTICLE 7 - HOURS OF WORK AND OVERTIME.....</b>	<b>29</b>
7.1 SHIFTS AND DAYS OFF SCHEDULING .....	29
7.2 ALTERNATE WORK SCHEDULES AND FLEXIBLE WORK HOURS .....	30
7.3 EXCHANGING DAYS OFF OR HOURS OF WORK.....	31
7.4 REST PERIODS (COMMUNICATION OPERATORS).....	31
7.5 MEAL PERIODS .....	31
7.6 OVERTIME COMPENSATION .....	32
7.7 OVERTIME AND SPIKES - CCC .....	34
7.8 FIRE FIGHTERS WORK SCHEDULE - DMH/DDS .....	37
7.9 FIREFIGHTER/SECURITY OFFICER SCHEDULE/MILITARY DEPARTMENT .....	38
7.10 FIRE TRAINING DRILLS .....	38
7.11 LESS THAN FULL-TIME EMPLOYMENT BENEFITS .....	39
7.12 HOURS OF WORK - DEPARTMENT OF FOOD AND AGRICULTURE .....	39
7.13 TELECOMMUTING .....	39
7.14 RESOLUTION OF FLSA ISSUES .....	40
7.15 BOAT PATROL/REMOTE ASSIGNMENT - DEPARTMENT OF FISH AND GAME .....	40
7.16 JOB SHARING .....	40
7.17 SPECIAL AGENT AND SPECIAL AGENT SUPERVISOR OVERTIME/TRAVEL TIME .....	40
7.18 DEPARTMENT OF INSURANCE – OUT OF STATE TRAVEL .....	40
7.19 ON-CALL .....	40
7.20 CALL BACK .....	41
7.21 STATE PARK CADET ACADEMY FLSA COMPENSATION .....	41
7.22 ON CALL POLICY - DEPARTMENT OF FISH AND GAME.....	42
7.23 WORK WEEK GROUP DEFINITIONS.....	42
7.24 OVERTIME AND CALL BACK – CAMP ROBERTS .....	42
<b>ARTICLE 8 - HOLIDAYS .....</b>	<b>43</b>
8.1 HOLIDAYS .....	43
<b>ARTICLE 9 - LEAVES.....</b>	<b>44</b>
9.1 VACATION LEAVE AND SCHEDULING .....	44
9.2 SICK LEAVE.....	46
9.3 BEREAVEMENT LEAVE.....	47
9.4 JURY DUTY .....	48
9.5 PARENTAL LEAVE.....	49
9.6 UNION LEAVE.....	50
9.7 UNPAID LEAVE OF ABSENCE.....	50
9.8 ENHANCED INDUSTRIAL DISABILITY LEAVE .....	51
9.9 CATASTROPHIC LEAVE .....	52
9.10 CATASTROPHIC LEAVE- NATURAL DISASTER .....	53
9.11 PERSONAL LEAVE PROGRAM .....	53
9.12 BEREAVEMENT LEAVE – FF/FFSO.....	53

9.13 ANNUAL LEAVE PROGRAM .....	54
9.14 MENTORING LEAVE .....	55
9.15 WORK AND FAMILY PROGRAMS.....	56
9.16 FAMILY MEDICAL LEAVE ACT.....	57
9.17 DOJ BUREAU OF FORENSIC SERVICES – EIDL.....	59
<b>ARTICLE 10 - HEALTH AND WELFARE.....</b>	<b>59</b>
10.1 CONSOLIDATED BENEFITS PROGRAM.....	59
10.2 COUNSELING SERVICES .....	65
10.3 RURAL SUBSIDY PROGRAM.....	65
10.4 ENHANCED NON-INDUSTRIAL DISABILITY INSURANCE - ANNUAL LEAVE .....	67
10.5 NON-INDUSTRIAL DISABILITY INSURANCE.....	68
10.6 FLEXIBLE BENEFITS PROGRAM .....	69
10.7 PRE-TAX OF HEALTH/DENTAL PREMIUM COSTS .....	70
10.8 LONG TERM CARE INSURANCE PLANS .....	70
10.9 LIMITED DUTY ASSIGNMENTS .....	70
10.10 MEDICAL EXAMINATION.....	71
10.11 ALTERNATIVE PRERETIREMENT DEATH BENEFIT .....	71
10.12 JOB SHARING .....	74
10.13 1959 SURVIVORS’ BENEFITS – FIFTH LEVEL .....	74
<b>ARTICLE 11 - RETIREMENT.....</b>	<b>74</b>
11.1 PEACE OFFICER/FIRE FIGHTER RETIREMENT PLAN .....	74
11.2 SECOND TIER RETIREMENT .....	75
11.3 1959 SURVIVORS BENEFITS .....	75
11.4 401K DEFERRED COMPENSATION PROGRAM .....	75
11.5 IMPROVED RETIREMENT FORMULA FOR PEACE OFFICER/FIREFIGHTER MEMBERS .....	75
11.6 2.5% @ 55 RETIREMENT FORMULA FOR SAFETY MEMBERS .....	76
11.7 FIRST TIER RETIREMENT FORMULA (2% @ 55).....	76
11.8 FIRST TIER ELIGIBILITY FOR EMPLOYEES IN SECOND TIER .....	77
11.9 90% LIMITATION IN SERVICE RETIREMENT ALLOWANCE .....	78
<b>ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS .....</b>	<b>78</b>
12.1 BUSINESS AND TRAVEL EXPENSE.....	78
12.2 UNIFORM REPLACEMENT ALLOWANCE.....	83
12.3 TRANSPORTATION INCENTIVES AND PARKING RATES .....	85
12.6 PERSONAL PROPERTY .....	86
12.7 BUSINESS CARDS/IDENTIFICATION CARDS .....	86
12.8 EAR PIECES.....	87
12.9 PHYSICAL EXAMINATION REIMBURSEMENT.....	87
12.10 STATE-OWNED HOUSING RENTAL AND UTILITY RATES .....	87
12.11 CHP - COMMUNICATION CENTER CONSOLIDATION .....	89
12.12 REIMBURSEMENT-SAFETY EQUIPMENT-STATE LANDS .....	89
12.13 CELLULAR PHONE ALLOWANCE - CALIFORNIA HIGHWAY PATROL.....	89
12.14 UNIFORM REPLACEMENT ALLOWANCE – DEPARTMENT OF PARKS AND RECREATION .	89
12.15 MOVING AND RELOCATION EXPENSE.....	90
<b>ARTICLE 13 - SAFETY AND HEALTH .....</b>	<b>90</b>
13.1 SAFETY EQUIPMENT .....	90
13.2 PHYSICAL FITNESS.....	107
13.3 PHYSICAL MAINTENANCE PROGRAM - DEPARTMENT OF FISH AND GAME .....	108

13.4 PHYSICAL FITNESS INCENTIVE PROGRAM .....	108
13.5 VIDEO DISPLAY TERMINALS .....	111
13.6 PROTECTIVE CLOTHING .....	111
13.7 PROTECTIVE EQUIPMENT - LIVESTOCK INSPECTOR .....	113
<b>ARTICLE 14 - CAREER DEVELOPMENT.....</b>	<b>113</b>
14.1 EDUCATION AND TRAINING .....	113
14.2 TRAINING - POST.....	114
14.3 TRAINING - EMERGENCY MEDICAL TECHNICIAN .....	114
14.4 TRAINING - CCC.....	114
14.5 TRAINING - SPECIALIZED .....	115
14.6 FIELD AND PROGRAM REPRESENTATIVE TRAINING AND SPECIAL LEARNING .....	118
14.7 PERSONNEL AND EVALUATION MATERIALS .....	118
14.8 PERSONAL PERFORMANCE SESSION.....	120
14.9 LIFEGUARD/STATE PARK RANGER CADET TRAINING PROGRAM .....	120
14.10 SPECIAL PROJECTS FINGERPRINT PROGRAM.....	121
14.11 CIS EVALUATION STANDARDS .....	121
14.12 INTERPRETIVE AND RESOURCE MANAGEMENT ACTIVITIES .....	122
<b>ARTICLE 15 - CLASSIFICATION.....</b>	<b>122</b>
15.1 CLASSIFICATION PROPOSALS .....	122
15.2 OUT-OF-CLASS WORK.....	122
15.3 POST STUDY-DEPARTMENT OF VETERANS' AFFAIRS .....	124
15.4 PEACE OFFICER/FIREFIGHTER (PO/FF) STUDY.....	124
<b>ARTICLE 16 - EMPLOYEE TRANSFER AND RETENTION .....</b>	<b>124</b>
16.1 TRANSFER - FILLING OF VACANCIES .....	124
16.2 VOLUNTARY GEOGRAPHIC TRANSFERS.....	124
16.3 TRANSFERS - CALIFORNIA CONSERVATION CORPS.....	125
16.4 TRANSFERS - DEPARTMENT OF JUSTICE.....	125
16.5 TRANSFERS - CALIFORNIA HIGHWAY PATROL .....	134
16.6 TRANSFERS - DEPARTMENT OF MOTOR VEHICLES .....	136
16.7 TRANSFERS - DEPARTMENT OF FISH AND GAME .....	136
16.8 TRANSFERS - DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL.....	137
16.9 TRANSFERS - DEPARTMENT OF PARKS AND RECREATION.....	138
16.10 INVOLUNTARY TRANSFERS.....	140
16.11 APPEAL OF INVOLUNTARY TRANSFER .....	141
<b>ARTICLE 17 - LAYOFF .....</b>	<b>141</b>
17.1 LAYOFF AND REEMPLOYMENT.....	141
<b>ARTICLE 18 - MISCELLANEOUS .....</b>	<b>142</b>
18.1 GROOMING STANDARDS .....	142
18.2 RESIDENCY POLICY - DEPARTMENT OF FISH AND GAME .....	143
18.3 VEHICLES .....	143
18.4 DRIVE TESTS .....	145
18.5 JOINT LABOR/MANAGEMENT COMMITTEE .....	146
18.6 CRIMINALIST ENVIRONMENTAL STUDY .....	146
18.7 SEASONAL LIFEGUARD EMPLOYMENT .....	146
18.8 NEPOTISM.....	147
18.9 TIMELY PAYMENT OF WAGES.....	147

18.10 CHILD CARE .....	148
18.11 UNIFORMS – STATE PARK PEACE OFFICERS .....	149
18.12 PAYCHECKS FOR HOSPITAL POLICE OFFICERS – DMH .....	149
18.13 DRUG AND ALCOHOL TESTING AGREEMENT .....	149
18.14 LEGAL SERVICE PLAN.....	149
18.15 ADMINISTRATIVE PROCEDURES ACT.....	149
18.16 CANINE HANDLERS – DOJ.....	150
<b>ARTICLE 19 - COMPENSATION.....</b>	<b>150</b>
19.1 SALARIES .....	150
19.2 SPECIAL SALARY ADJUSTMENTS.....	150
19.3 SALARY – DEPARTMENT OF JUSTICE .....	151
19.4 SALARY DEFINITIONS .....	151
19.5 MERIT SALARY ADJUSTMENT .....	152
19.6 PAYROLL SYSTEM.....	152
19.7 ARDUOUS PAY DIFFERENTIAL .....	152
19.8 BILINGUAL PREMIUM.....	153
19.9 COMMERCIAL DRIVERS LICENSE DIFFERENTIAL .....	154
19.10 COMMUNICATIONS OPERATOR-IN-CHARGE (COIC) DIFFERENTIAL .....	155
19.11 DIVING PAY.....	155
19.12 EMPLOYEE RECOGNITION AND MORALE PROGRAM – FRANCHISE TAX BOARD .....	155
19.13 DIFFERENTIAL - EXECUTIVE PROTECTION BUREAU (CALIFORNIA STATE POLICE).....	155
19.14 DIFFERENTIAL - FIRE FIGHTER LEAD PERSON ASSIGNMENTS.....	156
19.15 DIFFERENTIAL - FLIGHT-TIME.....	156
19.16 DIFFERENTIAL – CANINE, DEPARTMENT OF PARKS & RECREATION.....	157
19.17 DIFFERENTIAL - MOUNTED PATROL - CAL EXPO.....	157
19.18 DIFFERENTIAL - NIGHT SHIFT .....	158
19.19 PROFESSIONAL COMPETENCY PAY -- FRANCHISE TAX BOARD.....	159
19.20 RECRUITMENT AND RETENTION DIFFERENTIAL.....	159
19.21 RECRUITMENT AND RETENTION DIFFERENTIAL – DEPARTMENT OF CALIFORNIA HIGHWAY PATROL .....	160
19.22 RECRUITMENT AND RETENTION DIFFERENTIAL - DEPARTMENT OF FISH AND GAME .	160
19.23 RECRUITMENT AND RETENTION DIFFERENTIAL (DEPARTMENT OF GENERAL SERVICES) .....	161
19.24 RECRUITMENT AND RETENTION PAY DIFFERENTIAL ESTABLISHMENT .....	162
19.25 SEASONAL LIFEGUARD - MERIT SALARY ADJUSTMENT .....	163
19.26 DIFFERENTIAL - SPECIAL OPERATIONS UNIT .....	163
19.27 DIFFERENTIAL – MOTORCYCLE.....	163
19.28 DIFFERENTIAL - DEPARTMENT OF JUSTICE - TASK FORCE COMMANDER .....	164
19.29 DIFFERENTIAL - TRAINING OFFICER.....	164
19.30 TRAINING OFFICER PAY DIFFERENTIAL ESTABLISHMENT.....	167
19.31 CLASSIFICATION PROPOSAL – CONSERVATIONIST CLASSES .....	167
19.32 CLASSIFICATION PROPOSAL – FOOD AND DRUG INVESTIGATOR SERIES .....	167
19.33 CLASSIFICATION PROPOSAL – INSURANCE POLICY OFFICER CLASS SERIES .....	168
19.34 CLASSIFICATION PROPOSAL – DEPARTMENT OF JUSTICE .....	168
19.35 CLASSIFICATION PROPOSAL – DEPARTMENT OF MOTOR VEHICLES .....	168
19.36 CLASSIFICATION PROPOSAL – LITIGATION SPECIALIST CLASS SERIES .....	168
19.37 CLASSIFICATION PROPOSAL – SPECIAL INVESTIGATOR CLASS SERIES.....	169
19.38 CLASSIFICATION PROPOSAL – STRUCTURAL PEST CONTROL BOARD SPECIALIST .....	169
<b>ARTICLE 20 - ENTIRE AGREEMENT.....</b>	<b>169</b>

20.1 ENTIRE AGREEMENT.....	169
20.2 DURATION.....	170
20.3 CONTRACT MODIFICATION.....	170
<b>SIDELETTERS AND ATTACHMENTS.....</b>	<b>171</b>
SIDELETTER #1 – NEPOTISM POLICY - COMMUNICATIONS CENTERS.....	171
SIDE LETTER #2 – CLASSIFICATION ISSUES.....	173
SIDELETTER #3 – SPECIAL AGENTS – DOJ – OVERTIME AND TRAVEL.....	174
SIDELETTER #4 – BILINGUAL PREMIUM – CALIFORNIA HIGHWAY PATROL.....	179
ATTACHMENT #A – ALTERNATE WORK SCHEDULES - COMMUNICATIONS CENTERS.....	181
ATTACHMENT #B – FIREFIGHTER/SECURITY GUARD – DEPT. OF THE MILITARY – SHIFT SCHEDULING.....	182
ATTACHMENT #C – HOLIDAY PAY - COMMUNICATIONS OPERATORS I/II.....	194
ATTACHMENT #D – PHYSICAL FITNESS INCENTIVE.....	195
ATTACHMENT #E – TRANSFER CCC.....	204
ATTACHMENT #F - COMMERCIAL DRIVERS LICENSE DRUG AND ALCOHOL TESTING AGREEMENT.....	205
ATTACHMENT #G – CANINE HANDLERS – DOJ.....	213
SALARY SCHEDULE.....	216
SIGNATURE PAGE.....	230



## **PREAMBLE**

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

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

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

A. Pursuant to Public Employment Relations Board certification S-SR-7, the State recognizes CAUSE as the exclusive negotiating agent for all employees in the Protective Services and Public Safety Unit 7.

B. Pursuant to Government Code Sections 19815.5 and 3517, CAUSE recognizes the Director of the Department of Personnel Administration, or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Contract.

## **ARTICLE 2 - CAUSE RIGHTS**

### **2.1 CAUSE Representatives**

A. The State recognizes and agrees to deal with designated representatives of CAUSE on all matters relating to grievances. On all other matters, the State agrees to deal only with CAUSE staff representatives or Unit 7 employees who have been specifically authorized by CAUSE to handle such matters.

B. A written list of CAUSE representatives serving each work location, listed by department, shall be furnished to the State immediately after their designation, and CAUSE shall notify the State promptly of any change of CAUSE representatives. CAUSE representatives shall not be recognized by the State until such lists or changes thereto are received. There shall be no more than one (1) CAUSE representative and two (2) alternates per department per work location, provided however, that in work locations where Unit 7 employees work a twenty-four (24) hour multiple shift schedule, and there are more than forty-five (45) Unit 7 employees employed at the work location, there shall be no more than one (1) CAUSE representative and one (1) alternate per shift per work location. CAUSE shall, at the request of the State, designate a Chief Representative at such multiple shift locations.

C. The parties shall meet when needed to determine the application of the term "work location" in individual departments.

D. Upon request of an aggrieved Unit 7 employee, a CAUSE representative may investigate the grievance, provided it is in his/her regular work location, and assist in its presentation. He/she shall be allowed reasonable release time for the purpose of representing aggrieved employees in Unit 7 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor. Approval shall not be unreasonably denied. The aggrieved employee shall also be allowed reasonable release time to confer with his/her representative and present his/her grievance during working hours without loss of compensation.

E. Upon request of a Unit 7 employee who is the subject of an investigation, a CAUSE representative shall be allowed reasonable release time for the purpose of representing Unit 7 employees in Internal Affairs Investigations and "Skelly" hearings during working hours without loss of compensation, subject to prior notification and approval of his/her immediate supervisor. Employees exercising their "Skelly" rights shall be granted reasonable release time to confer with a representative and to make the "Skelly" presentation during working hours and without loss of compensation.

## **2.2 Access**

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

## **2.3 Bulletin Boards**

A. CAUSE shall have access to employee organization bulletin boards at all work sites with Unit 7 employees to post materials related to CAUSE activities. Any materials posted must be dated and initialed by the CAUSE representative responsible for the posting.

B. The appropriate department shall provide reasonable bulletin board space for the exclusive use of CAUSE activities. However, at its option and expense, CAUSE may provide and install at one or more facilities a bulletin board (with optional cover and lock) not to exceed 36" x 48" in size and to be placed in a location to be determined by the facility manager.

C. CAUSE agrees that materials posted shall conform to existing DPA guidelines.

## **2.4 Use of State Facilities**

A. The State shall continue to permit use of certain facilities for CAUSE meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required, CAUSE shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities incurred as a result of CAUSE's use of such State facilities. Such costs shall not exceed those applied to other users.

B. CAUSE representatives will be permitted reasonable use of State telephones, for representational purposes; provided, however, that the use of State telephones shall not result in toll charges or interfere with the operation of the facility or office.

## **2.5 Orientation**

Up to thirty (30) minutes shall be made available during the orientation of employees new to Unit 7 for orientation to the collective bargaining Contract. In each such instance, a representative designated by CAUSE shall have up to thirty (30) minutes to conduct such orientation to the Contract.

## **2.6 No Reprisals**

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

## **2.7 Holiday Excess Time**

Use of accumulated Holiday Excess Time as defined in PTM 656 shall not be unreasonably denied for use in conjunction with or in lieu of vacation. Excess Time may not be donated to release time bank.

## **2.8 Employee Donated Release Time Bank**

A. Each department with Unit 7 employees shall establish a release time bank. The purpose of the release time bank is to allow Unit 7 employees to voluntarily contribute CTO hours, holiday credits, excess time which exceeds departmental minimum, personal leave time and annual leave, or vacation credits to be used by Unit 7 employees identified by CAUSE for purposes related to employee organization matters not conflicting with the operations of the State employer. The use of the release time bank is subject to reasonable advance notice. The department shall reasonably grant requested release time based on operating needs.

B. For purposes of this section, all hours shall be treated as equal.

C. Employees shall execute necessary forms and utilize a code number (to be established by each department) on their attendance form to authorize transfer of existing leave credits consistent with (a) above to withdraw time from the release time bank in increments of one (1) hour. Employees may donate anytime with time credited during the last ten (10) working days of each quarter or anytime they are ordered to reduce their CTO balances.

D. Upon request from CAUSE, departments shall make available their records of employee donations and withdrawals for reconciliation purposes.

E. Release time may be transferred between bureaus, divisions, programs, etc. of each department.

## **2.9 Employee Personal Release Time**

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

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

## **2.10 Union Release Time Bank**

A. The State Employer and CAUSE agree that during the term of this Agreement:

1. CAUSE shall be granted up to two thousand two hundred (2,200) hours of release time for use by authorized CAUSE representatives to attend to CAUSE organizational matters which do not conflict with the operations of the State Employer; and
2. Release time must be taken in no less than eight (8) hour increments; and
3. The approval and use of release time shall be subject to reasonable advance notice and the operational needs of the department; and
4. Requests for release time shall be made in writing on a form provided by the department; and
5. Use of such time shall not be unreasonably denied.

## **2.11 Officer Release Time**

The CAUSE president and one other Unit 7 employee, designated by CAUSE, shall be granted full State release time for purposes of representing the unit members as well as administering and policing the terms and conditions of this contract.

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

## **3.1 Union Security**

A. The State agrees to deduct and transmit to CAUSE all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union the State agrees to deduct and transmit to the Union Fair Share fees from State employees in Unit 7 who do not become members of CAUSE. The State and CAUSE agree that a system of authorized dues deductions and a system of Fair Share deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. A written authorization for CAUSE dues deductions in effect on the effective date of this Contract or thereafter submitted shall continue in full force and effect during the life of this Contract; provided, however, that any employee may withdraw from CAUSE by sending a signed withdrawal letter to CAUSE within thirty (30) calendar days prior to the expiration of this Contract. Employees who withdraw from CAUSE under this provision shall be subject to paying a CAUSE Fair Share fee as provided above.

2. The amount of membership dues, Fair Share fees and other lawful deductions shall be set by CAUSE and changed by the State upon written notice from CAUSE. CAUSE agrees to notice all affected employees any time there is a change in membership dues, Fair Share fees or other deductions.

3. CAUSE agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its checkoff for CAUSE deductions. CAUSE further agrees that the State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of Fair Share fees and CAUSE agrees to hold the State employer harmless for any such action. Under no circumstances is membership in CAUSE or payment of CAUSE Fair Share fees a condition of State employment for employees covered by this Contract.

4. Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CAUSE. That employee, in lieu of a membership fee or a Fair Share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the Fair Share fee to a nonreligious, nonlabor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CAUSE, CAUSE may charge the employee for the reasonable cost of such representation.

5. An employee who pays a Fair Share fee shall be entitled to fair and impartial representation by CAUSE. A breach of this duty shall be deemed to have occurred if CAUSE's conduct in representation is arbitrary, discriminatory, or in bad faith.

6. CAUSE agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 7, within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CAUSE. In the event of failure to comply with this Section, any employee or the State employer in Unit 7 may petition the PERB for an order compelling compliance.

7. CAUSE agrees to notify any State employee who pays a Fair Share fee, and who has not previously received such notification, of his or her right to demand and receive from CAUSE a return of any part of that fee paid by him or her which represents the employee's traditional pro rated share of expenditures by CAUSE that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CAUSE.

8. A Fair Share form of organizational security enacted pursuant to this Section may be rescinded by a majority of those votes cast by employees in Unit 7, provided that:

- a. A request for such a vote is supported by a petition containing the signature of at least thirty percent (30%) of the permanent full-time employees in the unit;
- b. The vote is by secret ballot; and
- c. The vote may be taken at any time during the term of this Agreement.

If the PERB determines that the appropriate number of signatures have been collected, it shall conduct the vote in a manner which it shall prescribe.

9. CAUSE agrees to fulfill the administrative requirements of the State Controller's Office in conjunction with this provision, and to pay administrative costs incurred by the State Controller, consistent with the provisions of Government Code 1153, Section B, provided however, that any increase in such costs shall be applied to CAUSE on a basis consistent with their applications to other recognized bargaining agents.

10. No provisions of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.

### **3.2 Resolution of Fair Share/Dues Deduction Problems**

During the life of this Agreement, upon request of the Union, the State Controller and DPA agree to meet to discuss problems associated with fair share/dues deduction, including the collection of union dues or fees for CAUSE from Unit 7 employees who are paid semi-monthly.

### **3.3 Release of Home Addresses**

#### **A. Home Addresses - Generally**

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

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

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

Effective one month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 7 employees who perform non-law enforcement related functions with the option of having their home address withheld from CAUSE. Instead, employees who perform non-law enforcement related functions will, upon request, be given a separate form by their appointing power that permits two choices: (1) withhold their address from CAUSE, or (2) to cancel a previous withhold request thereby permitting release of their home address to CAUSE.

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

Within one month following ratification of this agreement by both parties, the State will send a letter to all Unit 7 employees who perform non-law enforcement related functions who have previously requested that their home address remain confidential. The letter will provide said employees with the option to cancel their previous withhold request thereby permitting release of their home address to CAUSE. Home address withhold requests from employees who do not respond to the letter will continue to be honored by the parties.

#### D. Release and Use of Addresses

The State Controller's Office will send CAUSE a list of all Unit 7 employees who, pursuant to subsection (C) above, either did not respond or responded by indicating they wanted to continue withholding their home address from CAUSE. The State Controller's Office will also send CAUSE a list of all Unit 7 employees who perform law enforcement related functions (if any). Said list(s) will contain the employee's name, agency and reporting Unit 7.

#### E. Home Address Mailing By The State

The State will annually mail HUDSON notices and union information to the home address of non-member law enforcement related employees, and non-member non-law enforcement employees who have requested their home addresses be withheld from CAUSE. Said material shall be provided by CAUSE, The cost of this mailing shall be paid for by CAUSE. CAUSE agrees to hold the State harmless for any annual mail that does not reach Unit 7 employees.

#### F. Address Confidentiality

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

#### G. Nature of Material

CAUSE agrees that any literature mailed to non-member employees regarding release of home addresses will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union.

H. Cost Reimbursable

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

I. Hold Harmless and Indemnification

Notwithstanding any other provision of this agreement, CAUSE agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless and to indemnify them for costs and fees they incur in defending challenges of any nature arising as a result of this section of the agreement.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.1 Management Rights**

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

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

C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or by laws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or by laws and rules enacted thereto.

## **ARTICLE 5 - GENERAL PROVISIONS**

### **5.1 No-Strike**

A. During the term of this Contract, neither CAUSE or its agents or any Bargaining Unit 7 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

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



C. The State may discharge, suspend, demote, or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section.

## 5.2 Supersession

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

### 1. General

- 19824 Establishes monthly pay periods.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

### 2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual merit salary adjustments (MSA) for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two (2) years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specific instances.

### 3. Holidays

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

### 4. Vacations

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

### 5. Sick Leave

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

- 19861 Allows DPA to define the effect of sick leave credits of absences of ten (10) days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.
- 19862.1 Allows employees who enter civil service from an exempt position within six (6) months to carry unused sick leave credit.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Provides sick leave accumulation for non-civil service employees.
- 19143 Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six (6) months.
  
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

**6. Paid Leaves of Absence**

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

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

- 19850 Definitions
- 19850.1 Provides for uniform allowance.
- 19850.3 Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
- 19850.4 Provides for guidelines for furnishing, maintenance, ownership and replacement of work clothes for State employees.

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

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three (3) day waiting period, unless hospitalized or disabled more than fourteen (14)

- days.
- 19876 Provides for payments contingent on medical certification and vocational rehabilitation.
  - 19877 Authorizes DPA to adopt rules governing IDL.
  - 19877.1 Sets effective date.
  - 19886.1 Provides for workers' compensation benefits for Fire Fighters while performing his or her duties anywhere in this State.
- 9. Non-Industrial Disability Insurance (NDI).**
- 19878 Definitions
  - 19879 Sets the amount of benefits and duration of payment.
  - 19880 Sets standards and procedures.
  - 19880.1 Allows employee option to exhaust vacation prior to NDI.
  - 19881 Bans NDI coverage if employee is receiving unemployment compensation.
  - 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
  - 19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.
  - 19884 Filing procedures; determination and payment of benefits.
  - 19885 Authorizes DPA to establish rules governing NDI.
- 10. Life Insurance**
- 20750.11 Provides for employer contributions.
  - 21400 Establishes group term life insurance benefits.
  - 21404 Provides for Death Benefit from PERS.
  - 21405 Sets Death Benefit at five thousand dollars (\$5,000) plus fifty percent (50%) of one (1) year's salary.
- 11. Health Insurance**
- 22825 Provides for employee and employer contribution.
  - 22825.1 Sets employer contribution.
- 12. Workweek**
- 19851 Sets forty (40) hour workweek and eight (8) hour day.
  - 19843 Directs the DPA to establish and adjust workweek groups.
- 13. Overtime**
- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

- 19845 Authorizes the department to provide overtime payments as prescribed by the Fair Labor Standards Act to State employees, notwithstanding any other provision in the Government Code.
  - 19848 Permits the granting of compensating time off in lieu of cash compensation within twelve (12) calendar months after overtime worked.
  - 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
  - 19849.4 Provides for expenses as limited by the department for overtime work and travel when the employee is working at his or her headquarters.
  - 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
- 14. Callback Time**
- 19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.
- 15. Deferred Compensation**
- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 16. Relocation Expenses**
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 17. Travel Expenses**
- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
  - 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.
- 18. Unpaid Leaves of Absence**
- 19991.1 Allows the appointing power to grant a one (1) year leave of absence; assures the employee a right of return.
  - 19991.2 Allows the appointing power to grant a two (2) year leave for service in a technical cooperation program.
  - 19991.3 Jury duty.
  - 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
  - 19991.6 Provides one (1) year of pregnancy leave or less as required by a permanent female employee.

## 19. Performance Reports

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

## 20. Involuntary Transfers

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

## 21. Demotion and Layoff

- 19143 Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six (6) months.
- 19837 Authorizes payment above maximum rate of class.
- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires thirty (30) days written notice prior to layoff and not more than sixty (60) days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

**22. Incompatible Activities**

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

**23. Use of State Time**

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

**24. Training**

- 19995.1 Provides for the prescription of conditions for training of State employees.
- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.
- 19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

**25. Fire Fighters**

- 19886 Provides for the definition of Fire Fighter.
- 19886.1 Provides for workers' compensation benefits for Fire Fighters while performing his or her duties anywhere in this State.
- 19886.2 Places limitations on benefits for Fire Fighters performing prohibited acts or acting for compensation from one other than the State.

**5.3 Publication of Contract**

Each party shall be responsible for printing a sufficient number of copies of the Contract to meet its own needs.

## **5.4 Severance**

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

## **5.5 Non-Discrimination**

A. The State employer and CAUSE agree that neither party will discriminate against any Unit 7 employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical handicap, sexual orientation, or political affiliation, and agree to take such action as necessary to assure that this purpose is achieved.

B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 6 of this Contract. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure.

## **5.6 Department Defined**

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

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

## **6.1 Purpose**

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

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

## **6.2 Definition**

A. A grievance is a dispute of one or more employees, or a dispute between the State and CAUSE involving the interpretation, application, or enforcement of the express terms of this Contract.

B. A complaint is a dispute of one or more employees involved in the application or interpretation of a rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.

C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

D. As used in this procedure, the term "party" means CAUSE, an employee, or the State.

E. A "CAUSE Representative" refers to an employee designated as a CAUSE steward or a paid staff representative.

### **6.3 Time Limits**

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

### **6.4 Waiver of Steps**

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

### **6.5 Presentation**

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

### **6.6 Employee Rights**

Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without the approval of CAUSE.

### **6.7 Informal Discussion**

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

### **6.8 Formal Grievance - Step 1**

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

1. Fourteen (14) calendar days after the event or circumstances occasioning the grievance; or after the employee should reasonably have been aware of the event or circumstances occasioning the grievance; or
2. Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.



B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

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

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

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

### **6.9 Formal Grievance - Step 2**

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

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

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

### **6.10 Formal Grievance - Step 3**

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

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

### **6.11 Formal Grievance- Step 4**

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

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

## **6.12 Response**

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

## **6.13 Formal Grievance - Step 5**

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

B. In an attempt to settle and resolve grievances prior to selection of an arbitrator, the State and the union may agree to meet at the next regularly scheduled pre-arbitration settlement meeting. The purpose of these meetings is to attempt to resolve all pending grievances prior to proceeding to arbitration. Both parties agree that their representatives will be limited to three (3) and will have the authority to sign settlement agreements. If no agreement is reached, within fourteen (14) calendar days of the meeting, CAUSE shall notify the State in writing that it is requesting to meet with DPA to jointly select an arbitrator. If no request is forwarded, the grievance shall be deemed withdrawn. After the Union requests to select an arbitrator, the State shall have 40 days to review the case prior to selecting an arbitrator.

C. If no agreement is reached on the selection of an arbitrator within thirty (30) calendar days, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of nine (9) arbitrators from which the parties, with the State going first, shall alternately strike names until one name remains and this person shall be the arbitrator.

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

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

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

## **6.14 Health and Safety Grievances**

A. It is the policy of the state employer to provide reasonable safeguards for the protection of the health and safety of all employees.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the worksite as free from danger to the life, safety or health of employees as the nature of the work permits.

C. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.

D. Nothing in this procedure shall be interpreted as an authorization to fail to follow orders or instructions. Departmental orders and state policy require that orders be obeyed promptly even where inherent risk is involved or where the employee does not personally agree with the order.

E. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes a danger to their safety and health.

F. When the Union feels that there exists a clear and present danger of an imminent and severe threat to the health and safety of the employees, the union may invoke the Immediate Dispute Resolution-Health and Safety provision in Article 6.15 of this contract. When an employee in good faith believes that an otherwise unsafe condition exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the unsafe conditions exist, the Union or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance - Step 2

a. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 6.6 of this article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department as the second level of appeal.

b. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

2. Health and Safety Grievance - Step 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

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

c. If the grievance is not resolved at Step 3 within thirty (30) calendar days after receipt of the third step response, the Union shall have the right to appeal to the Department of Personnel Administration.

G. If the grievance cannot be resolved at Step 4, within thirty (30) calendar days after receipt of the fourth step response the Union may submit the grievance to arbitration pursuant to Step 5 of the grievance section of this contract. The selection of the arbitrator shall be in accordance with the grievance and arbitration section of this contract.

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

A. When the union believes that there exists a clear and present danger of an imminent and severe threat to the health and safety of Unit 7 employees and the elimination of that danger cannot be accomplished at the local level, CAUSE may invoke the provisions of this section as follows:

1. Within 48 Monday through Friday hours of becoming aware of the alleged threat CAUSE may contact the department's Labor Relations Officer with specific information regarding the alleged threat to the health and/or safety of the employees. Contact at DMH and DDS shall be made at the facility level.
2. The Labor Relations Officer may resolve the dispute or may refer the matter down to a lower management level.
3. If the dispute is referred to a lower management level, CAUSE will commence informal discussions at the designated level within 24 Monday through Friday hours.
4. The Labor Relations Officer may also participate in any informal discussion at any time.
5. If a mutual resolution is not achieved within 48 Monday through Friday hours from the time the dispute was referred to the lower management level CAUSE may request informal talks with level 3 of the grievance and arbitration procedure.
6. If a mutual resolution is not achieved within 24 Monday through Friday hours of the dispute being presented at level 3, CAUSE may present the dispute to the Department of Personnel Administration.
7. If a mutual resolution is not achieved within 24 Monday through Friday hours of the dispute being presented at that level, CAUSE may request the dispute be submitted to immediate arbitration.
8. The State shall request the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to the parties a panel of 5 names. The first arbitrator, who can be available for arbitration within 10 calendar days of the date the list is provided, or on a date mutually agreed to by the parties, shall be selected. CAUSE shall make the first selection, and the parties shall thereafter alternately make selections until an arbitrator is available or the panel is exhausted, a second panel shall be requested.
9. The arbitrator shall have no authority to add to, delete or otherwise alter any provision of the contract, but shall limit the decision to the facts and circumstances as provided at arbitration.

10. The arbitrator shall make a decision solely on any written record previously submitted by the parties, with each party also providing a copy to the other party, on any oral presentation, and on any documentation submitted at arbitration. Only the arbitrator may ask questions of the other party. Statements of witnesses may be submitted in the form of an affidavit.

11. The Arbitrator shall make a bench decision which is binding on the parties.

12. The costs of the arbitration shall be borne equally by the parties.

B. It is understood that references to health and safety conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.

C. Time limits may be extended at any step by mutual agreement of the parties.

D. The parties agree that the intent of this procedure is to provide an avenue for urgent communications between the parties at the appropriate level in order to timely clear up misunderstandings that may seriously affect employees.

#### **6.16 Mini-arbitration Procedure**

A. The Mini-arbitration procedure is established as a means of resolving one or more contract disputes through a shortened or "mini" arbitration procedure.

B. A Mini-arbitration may be held on any dispute mutually agreed to by the parties. All Mini-arbitrations shall be held in Sacramento, or a location mutually agreed upon by the parties. The Mini-arbitration process shall be initiated by CAUSE sending a Mini-arbitration request to the Department of Personnel Administration within twenty-one (21) calendar days of the level 4 response.

C. The arbitrator shall be selected using the procedure set out in Article 6 of this contract.

D. Only the grievant and his/her representative and no more than two (2) management representatives may appear before the arbitrator. The arbitrator shall decide the case on any oral presentation by the parties and the written record, including the grievance, the responses and any other documentation submitted at the arbitration. Witness statements may be submitted in the form of an affidavit. Each party shall have up to thirty (30) minutes to present the case. Only the arbitrator may ask questions of the parties.

E. The arbitrator shall issue a bench decision. The decision shall be final and binding, and shall have no precedential value.

F. The arbitrator shall have no authority to add, to delete, or otherwise alter any provision of this contract or any agreements supplementary to it.

G. The cost of the Mini-arbitration shall be borne equally by the State and the Union.

H. The grievant shall be allowed to attend the Mini-arbitration without loss of compensation.

## 6.17 Performance Grievance

Notwithstanding any other provision in this contract, performance appraisals and performance standards may be grievable up to the third level of the grievance process.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

### 7.1 Shifts and Days Off Scheduling

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

A shift shall be defined as "actual regularly scheduled hours of work". The employer shall endeavor to have all shift and days off bidding completed so that the work schedule can be posted two (2) weeks prior to the start of the upcoming work schedule, but in no case less than seven (7) calendar days prior.

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

#### B. Seniority - California Highway Patrol Communications Operators I and II

Seniority for vacation scheduling and voluntary transfers, and for shift assignments and days off in those areas which utilize a seniority sign-up system, shall be based on departmental seniority within classification. CHP shall maintain current practice and meet and confer over the impact of any change in practices.

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

Ties in departmental seniority within classification shall be broken by:

1. Seniority within Unit 7;
2. Longest continuous departmental service regardless of classification;
3. State service seniority.
4. The highest social security number (last four digits) signifies highest seniority.

#### C. Seniority - Department of Parks and Recreation

1. Unless otherwise directed by the District Superintendent, seniority for bidding on shifts and days off in the Department of Parks and Recreation shall be: by seniority in the work location.
2. State Park Rangers I and Lifeguards shall not be subject to the post and bid scheduling system during their probationary period.

3. Ties in seniority for the Communication Operator, Resource Agency, will be broken by total State service.

#### D. Shift Changes

1. The employer shall endeavor to provide fourteen (14) calendar days advance notice when an employee's shift is permanently changed. In no case shall there be less than seven (7) calendar days notice. Permanent means a change lasting thirty (30) calendar days or more. For changes lasting less than thirty (30) calendar days, the State shall provide 24 hours advance notice.

2. These notice requirements shall not be applicable in those work settings where employees routinely change shifts.

3. In case of an emergency or other unanticipated operational need, notice requirements shall not apply to a non-permanent change.

### 7.2 Alternate Work Schedules and Flexible Work Hours

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

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

B The State may establish, pursuant to an operational need or a request by either a CAUSE representative or an employee, flexible work hours. Unit 7 employees who are placed on flexible work hours will comply with reasonable procedures established by his/her department.

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

C. Employees currently working an alternate work schedule shall not have their schedules arbitrarily or capriciously revoked or amended pursuant to (a) above.

D. This provision covers "alternate work schedules" and "flexible work hours" defined as follows: An "alternate work schedule" is a fixed work schedule other than standard work hours as defined in (a) above. "Flexible work hours" is a work schedule which allows for the change of work schedules on a daily basis but with fixed core hours.

E. When the State assigns employees for thirty (30) calendar days or more to an alternate work schedule/flexible work hours, and when such schedule is involuntarily assigned the State shall provide CAUSE thirty (30) days notice. CAUSE, if requested, shall be given the opportunity to meet and confer over the impact of the change.

F. For the CHP, the December 23, 1998, contract interpretation memorandum, entitled Alternate Workweek Plan-Communications Center, shall apply and is therefore incorporated into this Contract as Attachment A.

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

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

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

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

B. Exchanges shall not be denied without a work related reason. If an exchange is denied, the supervisor shall, upon request, provide the affected employee with written reason for the denial.

C. All swaps must be paid back with 90 calendar days. However, it is not the employer's responsibility to ensure repayment of swaps.

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

### **7.4 Rest Periods (Communication Operators)**

A. Rest Periods, Communications Operators

1. The State may grant Communications Operators on an eight (8) hour or twelve (12) hour work day a rest period of fifteen (15) minutes for each four (4) hours of a working period. Communications Operators on a 4-10-40 alternate work schedule may be granted a twenty (20) minute rest period within each work period of four (4) or more straight hours of work. Rest periods shall not be granted during the first or last hour of a work period.

2. CHP Communications Operators should take rest periods as described above and as circumstances permit. However, if operating needs cause the Operator to miss two (2) of the break periods in their entirety (at least thirty minutes), he/she shall be compensated for one-half (1/2) hour at the rate of one-and-one-half (1-1/2) times the hourly rate of pay.

### **7.5 Meal Periods**

A. DPR uniformed peace officers may be assigned to a thirty (30) minute to sixty (60) minute unpaid lunch period. Time granted for the lunch period shall be exclusive of the number of hours an employee is required to work each shift. DPR uniformed peace officers shall not be required to be on duty during this lunch period.



B. Hospital Police Officers may be assigned to a thirty (30) minute unpaid lunch period at Metropolitan State Hospital. Time granted for the lunch period shall be exclusive of the number of hours an employee is required to work each shift. Hospital Police Officers shall not be required to be on duty during this lunch period. Shift start and stop times will be adjusted accordingly to accommodate such lunch periods.

## **7.6 Overtime Compensation**

### **A. General**

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

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

b. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets at the minimum the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

c. Notwithstanding any other contract provision or law to the contrary, paid leave time during which a Unit 7 employee is excused from work shall be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

d. No employee who is considered a salaried employee (under FLSA and DOL regulations) shall have his/her salary reduced (docked) for absences of less than an entire day.

e. Compensation for overtime by cash payment or CTO may be made at the option of the appropriate department director or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

f. CTO may be accumulated up to a maximum of two hundred and forty (240) hours. At times when the accumulation of CTO totals two hundred and forty (240) hours and the employee is ordered to work overtime, the overtime worked shall be compensated by cash.

g. Compensation will be at the designated amount of the employee's workweek group.

h. Compensable time may be liquidated by compensating time off or cash at the employer's option. An employee may initiate a request and must be permitted to use time off within a reasonable period of making the request, if it does not unduly disrupt the operations of the agency. Management has the option to reduce accrued CTO by cash or required time off. When CTO time off is ordered, the employee shall be provided reasonable advance notice [at least twenty-four (24) hours] and not be ordered to take such time off in less than shift increments.

i. Notwithstanding any of the above, and subject only to (j) and (k) below, an employee's CTO balance shall not be reduced by cash payment or ordered compensating time off, below forty (40) hours without the written agreement of the employee. There shall be no requirement on either the State or any Unit 7 employee that CTO be liquidated within one (1) year of the date it was earned.

j. When an employee leaves the employment of one department and enters the employment of another department without a separation from service within the meaning of Government Code Section 18005, the department the employee is leaving shall compensate or allow compensating time off for all compensable overtime to the employee's credit prior to transfer. The rate of compensation shall be an hourly equivalent based on the employee's monthly salary as of the date of transfer.

k. When an employee separates from State service, the department he/she is leaving shall compensate or allow compensating time off prior to separation. The rate of compensation shall be the hourly equivalent of the employee's monthly salary as of the date of separation.

l. Employees covered by the FLSA who are required to work in excess of forty (40) hours per week shall be compensated for overtime either by cash payment or compensating time off (CTO) in the following manner:

(1) Cash compensation shall be at one and one-half (1-1/2) times the hourly rate.

(2) Compensating time off shall be at one and one-half (1 1/2) hours for each overtime hour worked.

(3) Overtime of at least one-quarter hour at any one time shall be compensated. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

- m. Notwithstanding section (a) above, when an employee is called back to work after completing a full shift, or when an employee continues to work past the regular shift hours, if the overtime continues for six hours or more the employee may, subject to the approval of the employer, apply those hours towards the employee's next shift of work if the next shift falls within the twenty-four (24) hours immediately following the shift in which the overtime was earned, if the shift falls within the FLSA workweek. If an employee does not work sufficient hours to cover all the hours of the following shift, the employee shall be entitled to use time from the employee's appropriate leave credits to make up the difference.
- n. DPR Unit 7 employees must reduce their CTO balances to a balance of eighty (80) hours or less prior to transferring to another park district.
- o. No charge for time off shall be made against the employee for the one hour not worked by employees when Standard Time changes to Daylight Savings Time. Time shall be credited for the additional hour worked by employees when Daylight Savings Time reverts to Standard Time.
- p. Department of Parks and Recreation Unit 7 employees attending training in the prescribed burn program or scuba dive program shall only receive State time for hours of training for which the employee was scheduled to work.

## **7.7 Overtime and Spikes - CCC**

### **A. DISASTER ASSIGNMENT ONLY**

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

1. The appointing power shall determine when an individual has been assigned to a disaster assignment utilizing the following criteria:
  - a. A state of emergency is declared by the governor; limited to the area designated under the executive order; or
  - b. Emergency fire fighter response assignments when dispatched by the California Department of Forestry and Fire Protection or U.S. Forest Service.
  - c. Emergency response assignments when dispatched by the Office of Emergency Services.
2. Employees assigned to a disaster will be compensated in the following manner:
  - a. All hours physically worked at straight time compensation per day until the employee has physically worked forty (40) hours in one work week. All hours compensated after forty (40) will be compensated at time and one-half (1-1/2) the employee's hourly wage.
  - b. The Conservationist I/II when assigned to a disaster may be released from duty. Employees who are relieved of their duties at the disaster will only be compensated for actual hours physically worked. Employees will not be compensated for hours while relieved from duty.

- c. Employees who are relieved of their duties and are called back to the disaster operation shall be compensated for travel time and all hours physically worked.
- d. If the employee is not released from duty, then the employee shall be compensated at sixteen (16) hours per day at straight time until the employee has physically worked forty (40) hours in one (1) workweek.
- e. If the employee receives less than five (5) hours of uninterrupted sleep in a twenty-four (24) hour period the employee shall be compensated for the entire twenty-four (24) hours.

3. It is understood that the appointing power may assign staff to emergency situations not meeting the remote/non-remote criteria described below.

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

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

#### C. TEMPORARY SPIKE ASSIGNMENT ONLY

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

- 1. Remote Spike Assignment - A spike which entails travel time of more than forty-five (45) minutes to/from lodging accommodations.

Employees assigned to a remote spike assignment shall be compensated in the following manner:

- a. Sixteen (16) hours of straight time compensation per day until the employee has physically worked forty (40) hours in one (1) work week. All hours compensated after forty (40) hours shall be compensated at time and one-half (1-1/2) the employee's hourly wage.
- b. Eight (8) hours of uninterrupted sleep per day shall not be compensated. If the employee receives less than five (5) hours of uninterrupted sleep, then he/she shall be compensated for twenty-four (24) hours of actual work time.

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

- 2. Non Remote Spike Assignment - A spike assignment which entails travel time of less than forty five (45) minutes to/from lodging accommodations. This section does not apply to C I/II training assignments. Employees assigned to a non remote spike shall be compensated in the following manner:

- a. Forty (40) hours at straight time and all travel time up to ninety (90) minutes per day at time and one half (1-1/2) the employee's hourly wage. All hours over forty (40) hours physically worked in a work week shall be paid at time and one half (1-1/2) the employee's regular hourly wage.
- b. Employees who are assigned to a Monday-Friday non-remote spike and are not allowed to return home on Friday shall be compensated at the rate of nine (9) hours at time and one half (1-1/2) the employee's hourly wage for their regularly scheduled days off.
- c. Employees assigned to a non remote spike assignment who are relieved of their duties upon completion of the work day shall not be held responsible for spike operations in his/her absence.
- d. Employees who are relieved of their duties while assigned to a non remote spike and are called back to the spike operations shall be compensated for travel time and time actually worked.
- e. If the employee is called back to the spike operation and receives less than five (5) hours of uninterrupted sleep for that twenty-four (24) hour period, then the employee shall be compensated for twenty-four (24) hours of actual work time.

- 3. Employees shall be assigned to no more than twenty (20) work days of spike in a sixty (60) calendar day period without the employee's consent.
- 4. Employees shall be provided with a thirty (30) day advance written notice of a spike assignment. An employee may waive this notice requirement.
- 5. The employer agrees that all spikes are temporary assignments.

#### D. FLSA LUNCH PERIOD-CCC

CCC Conversationists who are on field assignment and who remain responsible for the supervision of corps members during the lunch period shall be assigned to a thirty (30) to sixty (60) minute paid lunch period. The employer shall not shift this supervision of corps members to non Unit 7 employees during the lunch period to avoid this paid lunch period provision.

#### E. WORK WEEK SCHEDULES

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

#### F. DEFINITIONS

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

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

3. "Physically working" - all time during which an employee is required to be on duty or to be on the employer's premises or at a prescribed workplace.

**G. COMPENSATION TYPE**

Effective with the signing of this agreement, compensating time off or cash compensation shall be authorized at the employer's option.

H. The parties agree that in unusual or emergency situations when a Conservationist is unable or unavailable to act as the supervisor of a crew, a non-Unit 7 employee may be used as the supervisor but only until a replacement Conservationist can be assigned.

**7.8 Fire Fighters Work Schedule - DMH/DDS**

A. The work schedule for full time Fire Fighters employed by the Departments of Mental Health and Developmental Services, shall be two hundred sixteen (216) hours in a twenty-seven (27) day work period. This work period includes twelve (12) hours of guaranteed overtime paid in accordance with the provisions of the Fair Labor Standards Act.

The annual compensation for this work is determined by the monthly salary range included in the attached Salary Schedule [multiplied by twelve (12)] as shown on Attachment B. This compensation pays for 216 hours of straight time for each 27-day Firefighter work cycle. Additional payment for overtime will be according to FLSA and this Agreement.

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

C. A permanent full-time Fire Fighter shall:

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

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

2. Accrue twelve (12) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each monthly pay period of continuous service. Sick leave will be charged on an hour-for-hour basis.

3. Accrue vacation according to the following in lieu of Article 9, Section 9.1. Vacation will be charged on a shift-for-shift, hour-for-hour basis.

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

Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) pay periods of continuous full-time service, all full-time employees covered by this Section will receive a one-time vacation bonus of sixty (60) hours of vacation credit. Thereafter, for each month of full-time service, each full-time employee shall receive vacation credit according to the above schedule. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) pay periods of continuous full-time service in accordance with the employee's total State service before and after the absence.

Elect to enroll in the annual leave program as provided in Article 9.13. All provisions of Article 9.13 apply except for the accrual of annual leave credits, which shall be in accordance with the following schedule:

1 month to 3 years	16 hours
37 months to 10 years	18 hours
121 months to 15 years	20 hours
181 months to 20 years	22 hours
241 months and over	24 hours

D. The State reserves all rights to schedule employees for work, to determine staffing and to determine staffing levels except as specifically abridged by provisions of this Contract.

E. The accrual of twelve (12) hours for each holiday will begin on the first day of the January 2000 pay period. Accrual of holiday time prior to the beginning of the January 2000 pay period will be as provided by the prior collective bargaining agreement. Upon ratification of the agreement, each full-time Fire fighter will be credited with twelve (12) hours holiday time for the 1999-2000 fiscal year personal holiday.

## **7.9 Firefighter/Security officer Schedule/Military Department**

A. The parties agree to continue the current practice within the Military Department regarding Firefighter/Security Officer scheduling and other matters as displayed in Attachment B.

## **7.10 Fire Training Drills**

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

### **7.11 Less Than Full-Time Employment Benefits**

On the first day of the monthly pay period following completion of each monthly qualifying pay period of service, each part-time or intermittent time base employee in Unit 7 shall continue to accumulate benefits in accordance with the Government Code, related rules and this Contract.

### **7.12 Hours of Work - Department of Food and Agriculture**

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

A. The compensation shall be a proportionate part of the monthly rate for the class and shall be equalized over the year in twelve (12) equal portions to approximate a retainer for all services rendered.

B. The Department shall make an annual review of each position to determine if a salary adjustment is required. The review shall be made in September and adjustments implemented with the October pay period. Reviews shall be made in addition to the annual review whenever it appears that a significant change in workload has occurred.

C. For positions working sixty (60) hours per month or more, a change in salary shall be made when the workload increases or decreases by an annual average of five (5) hours per month. For positions working less than 60 hours per month, a change shall be made if the workload increases or decreases by an annual average of four (4) hours per month.

D. Merit salary adjustment eligibility shall be reviewed at the time of the annual review of hours worked. Employees who have worked the required number of hours to be eligible shall be considered for such increases.

E. Normal, short-term, intermittent absences shall not affect the monthly rate unless the time significantly reduces the annual yearly hours.

F. Less than full-time Brand Inspectors shall accrue vacation and sick-leave credits at the rates established by this contract each time the employee has accumulated 160 hours of work.

### **7.13 Telecommuting**

At the discretion of the Department and where operational considerations permit and pursuant to a plan adopted by a department, a Bargaining Unit 7 employee may be permitted to telecommute when such work arrangements do not hinder, disrupt, nor interfere with the normal operation of the employer. Telecommuting work options shall conform to the definition, guidelines, and policies developed by the State's Telecommuting Advisory Group.

This section is not subject to the Grievance Procedure of this Contract.



#### **7.14 Resolution of FLSA Issues**

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

#### **7.15 Boat Patrol/Remote Assignment - Department of Fish and Game**

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

#### **7.16 Job Sharing**

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

#### **7.17 Special Agent and Special Agent Supervisor Overtime/Travel Time**

The California Union of Safety Employees (CAUSE) and the State agree to rollover the Side Letter Number 6 containing the August 12, 1991 overtime and August 16, 1991 travel time agreements.

#### **7.18 Department Of Insurance – Out of State Travel**

The Department of Insurance and CAUSE agree to cooperatively endeavor to develop an Out-of-State travel policy for Department of Insurance Auditors. Implementation of this policy is subject to review and approval of the DPA. Further, if there is additional or new cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

#### **7.19 On-Call**

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

A Unit 7 employee who is notified that he/she is being placed on-call as defined below shall be compensated at the rate of one (1) hour of pay (cash or CTO at the employer's discretion), for each eight (8) hour period. Employees may only accrue up to three (3) hours of pay for each 24-hour period of on-call. An employee placed on-call shall respond by phone within 15 minutes of the call and report for work, if so required, within one (1) hour from initial contact or within a reasonable time frame as agreed to by the supervisor, for employees living beyond one (1) hour from the work site.

On-call exists under the following conditions:

1. The employee must be readily accessible by phone or pager, and
2. The employee is obligated to return to work in a fit and able condition to assume his/her duties.

An employee who is actually called into work while on-call, shall be compensated in accordance with the call-back provisions of this agreement. Compensation earned as a result of on-call shall not be considered time worked for purposes of qualifying for overtime.

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

## **7.20 Call Back**

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

1. When the employee is called back under these conditions within four (4) hours of the beginning of previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back, but will be paid actual hours worked.
2. When the employee is called backed within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

B. When staff meetings, training sessions or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

C. For reporting purposes, compensable time is in accordance with DOL regulations.

D. This section does not apply to employees who are required by his/her supervisor or designee to conduct business telephone calls outside his/her work hours.

## **7.21 State Park Cadet Academy FLSA Compensation**

A. This provision shall apply to all full-time State Park Cadets (Ranger) and full-time time State Park Cadets (Lifeguard) while in the academy.

B. Incumbents in these classes during the academy shall earn overtime compensation in accordance with section 7.6 of this contract.

C. Overtime shall be earned as compensating time off. For weeks during the training when the incumbent has not worked 40 hours in the workweek, the incumbent shall use CTO to offset the number of hours to equate the 40 hour workweek.

D. No incumbent shall leave the academy with more than 40 hours of CTO. At the time of graduation from the academy, the incumbent's CTO balance shall be reduced to 40 hours by cashing out any hours in excess of the 40 hours. The rate of compensation shall be at the Cadet salary rate.

E. In accordance with section 14.9 of this contract, incumbents will be allowed up to 15 calendar days without pay from the end of the training course until they are expected to report to their new work location. At the employee's option, the employee may use their remaining 40 hours CTO balance to offset five (5) of the fifteen (15) calendar days off without pay. The employee shall indicate his/her decision to do so at the end of the time bidding for the new work locations from the academy.

## **7.22 On Call Policy - Department of Fish and Game**

The Department of Fish and Game agrees to continue the on-call policies as dated for June 6, 1997 and March 30, 1998 for the Unit 7 employees in the office of Oil Spill Prevention and Response and Marine Region Spill Field Response respectively.

## **7.23 Work Week Group Definitions**

A. Work week Group "2"

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

B. Work week Group "E"

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

These employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

## **7.24 Overtime and Call Back – Camp Roberts**

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

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

C. Permanent Intermittent (PI) or limited term employees are not eligible for scheduled overtime; nor shall reserve personnel be considered in filling the minimum manning requirement.

## CALL BACK PROCEDURES

1. PIs shall be given first consideration for non overtime call back, unless they are already scheduled to work full-time, such as during fire season.

2. Non-scheduled Overtime. If, through unforeseen circumstances, a shortfall in staffing occurs (i.e., unanticipated sick leave, etc.), attempts will be made to contact a PI and first fill the shifts on a non overtime basis. If the PIs are either unavailable for non overtime call back or cannot be called because they are either finishing a shift or are already scheduled to work the next shift, then the overtime list shall be utilized. When the overtime list is utilized the FF/SO with the lowest overtime hours shall be called first. This procedure will be followed until the next assignment is filled or the list is exhausted. If the list is exhausted, the Chief will use his discretion to fulfill the mission. Call back messages shall not be left when calling an employee for unscheduled overtime. Person to person contact must be made. There will be no distinction between FF/SO and Captain FF/SO in terms of overtime call back. The individual with the lowest overtime totals shall be called first, regardless of rank.

3. Scheduled Overtime. Scheduled overtime is defined as anticipated overtime that is needed but not for at least forty-eight (48) hours. In this situation, greater flexibility can be given to the individuals(s) with the lowest overtime totals, even if they cannot be reached immediately. All employees who are not already scheduled to work the shift shall be contacted to determine if they are available. A message may be left for those individuals who cannot be immediately reached. When a message is left, those individuals have until twenty-four (24) hours prior to the start of the overtime period, to call the station and confirm their availability. Twenty-four (24) hours prior to the overtime period, the Chief or Captain on duty, or his/her designee, shall determine which FF/SO has the lowest overtime hours among those confirming their availability. The overtime assignment shall be given accordingly.

## ARTICLE 8 - HOLIDAYS

### 8.1 Holidays

A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays appointed by the Governor.

B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving Day, and December 25.

C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July.

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

E. Subject to Item d. above, use of personal holidays shall be granted in accordance with departmental policies on this subject.

F. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of holiday credit per fiscal year per paid holiday.

H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.

I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday, shall be considered as time worked by the employee.

J. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off for such work in accordance with this Contract.

K. Less than full-time employees shall receive holidays in accordance with existing Department of Personnel Administration rules.

L. When employees are scheduled to work a Saturday preceding a fixed holiday, or when a holiday otherwise falls on a Friday or Monday, the employee may take the Saturday off, utilizing accrued vacation, CTO, or personal leave time banks, subject to prior approval and operational needs.

M. The CHP agrees to continue the practice on holiday pay for Communications Operators as set out in Attachment C.

## **ARTICLE 9 - LEAVES**

### **9.1 Vacation Leave and Scheduling**

A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. 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
241 months and over	14 hours per month

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 for vacation leave purposes set forth under Item a. above.

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

D. When it is determined that there is a lack of work for an intermittent employee, a department head or designee may:

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

E. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of four hundred (400) hours. A department head or designee may permit an employee to carry over more than four hundred (400) hours of accrued vacation leave hours if an employee was unable to reduce his accrued hours because the employee (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; (5) was on jury duty; or (6) was prevented by the department head or designee from utilizing accrued vacation. It is the employee's responsibility to utilize all vacation hours in excess of the 400 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 400 hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.

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

G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.

H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the classification in the department). For peace officers in the Department of Parks and Recreation, seniority for this section shall mean total state service. When two (2) or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

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

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

K. Employees shall be allowed to use vacation credits in half hour (30 minute) increments.

## **9.2 Sick Leave**

### **A. Definitions**

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

1. Illness or injury.
2. Medically verified incapacity or restriction because of exposure to a contagious disease.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Family care - absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister or any person residing in the immediate household shall be limited to forty (40) hours for family care during the fiscal year. This time limitation shall not apply to absences taken pursuant to the Family Medical Leave Act or California Family Rights Act.

B. Credit for Full-time Employment. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each full-time employee in Bargaining Unit 7 shall be allowed eight (8) hours of credit for sick leave with pay.

C. Credit for Less than Full-time Employment

1. Intermittent Employees. On the first day of the monthly pay period following completion of each period of one-hundred and sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in the State civil service shall be allowed eight (8) hours of credit for sick leave with pay. The hours or days worked in excess of one-hundred and sixty (160) hours or twenty (20) days in a monthly period shall not be counted or accumulated.
2. Part-time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in the State civil service shall be allowed on a pro rated basis the fractional part of one day of credit for sick leave with pay.
3. Multiple Positions. Under this rule:
  - a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
  - b. Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay but such credits shall not exceed full-time employment credit.

D. Sick Leave Usage. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit reasonable substantiating evidence, including, but not limited to, a physician's certificate when the department head or designee has an identifiable reason to suspect the absence. If the department head or designee does not consider the evidence to be adequate, the request for sick leave shall be disapproved.

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

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

**9.3 Bereavement Leave**

A. Full-time Employees

1. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time employee due to the death of his/her parent, step-parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step child, adopted child, or death of any person residing in the immediate household of the employee at the time of death. Such bereavement leave shall be authorized for up to twenty-four (24) hours in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.



2. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles one way from his/her home, upon request, additional time off with pay shall be granted for sixteen (16) additional hours which shall be deducted from accrued sick leave. Should additional leave be necessary, the employer may grant accrued CTO, vacation, or authorized leave without pay.

3. Employees who have used their twenty-four (24) paid hours of bereavement leave may on each subsequent request be authorized to use up to twenty-four (24) hours of sick leave, CTO, or any other earned leave credits if they suffer more than one (1) bereavement as enumerated in paragraph (1) above during the fiscal year. If more than twenty-four (24) hours are requested, the provisions of paragraph (2) shall apply.

#### B. Intermittent Employees

A permanent intermittent employee may only be granted bereavement leave pursuant to the paragraphs above 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.

#### C. Fractional Employees

A permanent fractional time base (part-time) employee will be eligible for bereavement leave pursuant to the paragraphs above on a pro-rata basis, based on the employee's fractional time base.

### 9.4 Jury Duty

A. An employee shall be allowed such time off with pay as is required in connection with mandatory jury duty; provided, however, that payment shall be made for such time off only upon remittance to the State of full jury fees earned on any day the employee is scheduled for work.

An employee shall notify his/her appointing authority immediately upon receiving notice of jury duty. When released from jury duty, an employee in time-off-with-pay status shall report to work as scheduled, or notify his/her supervisor that he/she is no longer required for jury duty. An employee who does not serve a full day or who is placed on "on-call" status shall, at the discretion of his/her supervisor or designee return to work to complete his/her work shift.

B. If an employee uses accrued vacation leave, compensating time off, or his/her own time while on jury duty, the employee is not required to remit jury fees.

C. Employees on graveyard or swing may be transferred to day shift, upon request, for the duration of the trial. Employees assigned to work weekends may, upon request, be assigned weekend days off for the duration of the trial. These reassignments of working hours and days off shall not be unreasonably denied.

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. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs c. and e. apply.

## 9.5 Parental Leave

This section does not address Parental Leave under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) which is governed by the provisions of Section 9.16.

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

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

C. If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one (1) year timeframe are permissive and may be considered by the department head or designee.

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

E. Any permissive approval of parental leave as outlined above may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of revocation.

F. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental and vision benefits. The cost of these benefits shall be paid by the employee at the group rate.

G. A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year except the department shall grant said one (1) year unpaid leave of absence when the adoption agency requires an adoptive parent not to work outside the home during the first year of adoption as a condition of adoption.

H. An employee on parental leave shall be assured the right of return to his/her "former position" as that term is defined in Government Code section 18522.

## 9.6 Union Leave

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

- A. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- B. CAUSE agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 32 percent of the affected employee's salary, for all the time the employee is off on a union leave.
- C. The affected employee shall have the right to return from union leave earlier than the agreed upon date.
- D. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
- E. Employees on a union leave shall suffer no loss of compensation or benefits.
- F. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
- G. Employees on union leave under this provision and CAUSE shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave, except for those times when the employee returns to work for training, court or a special assignment.
- H. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on union leave, CAUSE agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

## 9.7 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.

## **9.8 Enhanced Industrial Disability Leave**

A. A Peace Officer or Firefighter who loses the ability to work for more than twenty-two (22) workdays on the forty (40) hour clock as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits (EIDL). Such injury must have been as a direct consequence of (1) a "criminal act of violence" perpetrated on the person of the peace officer who was performing in the line of duty, providing medical aid or engaged in a life saving effort. "Criminal act of violence" means an act which results in injury to the peace officer and which would constitute a misdemeanor or felony if pursued to conviction; or (2) such injury must have been directly and specifically caused in the course of responding to, returning from, or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5 performing, in the line of duty, providing medical aid, or engaged in a life saving effort, responding to or returning from a false alarm or while on any other type of emergency response.

B. EIDL eligibility and benefits may not exceed fifty-two (52) weeks (365 calendar days) within two (2) years of the first day (i.e., date) of lost time. The employee's full gross salary is reduced by the amount of federal and state income tax and OASDI or Medicare to establish the "EIDL reduced gross". The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administration charge, tax sheltered annuity or Flex-elect will not be withheld from EIDL payments. EIDL payments are not reported as taxable wages or other compensation on the Form W-2.

C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the qualifying incident as described in section (a) above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origins.

D. The final decisions as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The Department may periodically review the employee's condition to determine an employee's continued eligibility for EIDL.

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

F. This Section relating to EIDL is grievable only to the third step of the grievance procedure of this MOU.

G. This section does not apply to the following classifications within the Department of Justice: Special Agent, Special Agent Supervisor.

## **9.9 Catastrophic Leave**

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

A. Sick leave credits cannot be transferred.

B. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.

C. The receiving employee has exhausted all leave credits.

D. The donations must be a minimum of eight (8) hours and in whole-hour increments and credited as vacation or annual leave.

E. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

G. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. These donations are irrevocable.

H. This section is not subject to the grievance and arbitration article of this Contract.

## **9.10 Catastrophic Leave- Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, vacation, and/or holiday) may be transferred from one (1) or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred.
- B. When the receiving employee faces financial hardship due to the effect of a natural disaster on the employee's principal residence.
- C. The receiving employee has exhausted all leave credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.
- D. The donations must be a minimum of eight (8) hours and in whole- hour increments thereafter and credited as vacation or annual leave.
- E. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- G. Donations shall be made on a form to be developed by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
- H. This section is not subject to the grievance and arbitration article of this Contract.

## **9.11 Personal Leave Program**

- A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. The Personal Leave shall not be cashed out once it has been approved for use. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave.
- B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.

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

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

### 9.13 Annual Leave Program

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

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

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

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA 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 DPA 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 DPA 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 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 workers' compensation; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

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

#### **9.14 Mentoring Leave**

- A. Eligible Unit 7 employees may receive up to forty (40) hours of "Mentoring Leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring Leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring Leave" may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the work day and/or personal time during non-working hours) prior to requesting "Mentoring Leave." For example, if an employee requests two (2) hours of "Mentoring Leave", he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "Mentoring Leave". "Mentoring Leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting "Mentoring Leave" and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the state, budgetary limits, and any limitations imposed by law.



- E. In order to be eligible for "Mentoring Leave", an employee must:
1. Have a permanent full-time appointment;
  2. Have successfully completed the probationary period for their current position; and
  3. Have committed to mentor a child or youth through a bonafide mentoring organization for a minimum of one (1) school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. In addition, an employee is not eligible to receive "Mentoring Leave" if:
1. He or she is assigned to a "POST" position in the Departments of Corrections or Youth Authority; or
  2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education and Veterans' Affairs.
- G. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in section 6.2 B of this contract.

### **9.15 Work and Family Programs**

- A. The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave and a variety of other programs.
- B. The State agrees to establish a Labor-Management Work and Family Advisory Committee (hereafter "WFAC") to address such topics as childcare, children's health, elder care, and family leave.
- C. The union may designate one (1) State employee member who may attend WFAC meetings without loss of compensation. The union recognizes that membership on the WFAC may also include any or all other unions representing bargaining State employees, and an equal number of management representatives. The WFAC shall have co-chairpersons, one representing labor and one representing management.
- D. The WFAC shall meet regularly and issue a report by June 1, 2000, with recommendations to the Department of Personnel Administration regarding work and family programs.
- E. Contingent upon passage of enabling legislation referenced in subsection (d) below, the State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate \$5,000,000 for the Work and Family Fund which shall be administered by the Department of Personnel Administration. The amounts expended annually from the Work and Family Fund shall be determined by the Department and the Labor-Management Work and Family Committee.
- F. The union agrees to support legislation that would establish and maintain the Work and Family Fund.

## 9.16 Family Medical Leave Act

A. The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the Family Medical Leave Act (FMLA). As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. In the development of departmental policy, the State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". Such policies shall be distributed to department employees when new policies are established or when changes to existing policies are established or when changes to existing policies take place.

C. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA.

2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition.

3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA.

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 9.9 of this contract.

a. FMLA absences due to illness and/or injury may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and leave credit usage for a FMLA leave will be administered in accordance with section 9.9 of this contract.

b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust paid leave, before choosing unpaid leave, unless otherwise required by Section 9.9 of this contract.

c. FMLA absences for reason other than illness and/or injury (i.e. adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 9.9. of this contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per defined year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 9 of this contract. Nothing in this contract should be construed to allow the State to provide less than that provided by the FMLA.

An eligible employee shall provide certification of the need for an FMLA leave. The certification shall contain:

For employee's own serious health condition:

1. The date (if known) on which the serious health condition commenced,
2. The probable duration of the condition,
3. 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/her position. This certification shall not request the diagnosis.

For the serious health condition of a family member:

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 which the health care provider believes the employee needs to care for the child, parent, or spouse, and
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, or spouse. This certification shall not request the diagnosis.
  - a. "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging "third party" care for the child, parent, or spouse, as well as directly providing, or participating in the medical care.

F. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed, as set forth in the FMLA. The reasons for the additional certification request shall be provided to the employee in writing and shall not request the diagnosis.

G. FMLA leave shall be recorded in accordance with the twelve (12) month "rolling backward" year. A "rolling" 12-month period is measured backward from the date the employee uses any FMLA leave. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the preceding twelve (12) months.

H. Upon return from FMLA leave, an employee shall be returned to his/her "former position" (as defined in Government Code section 18522) with the same rights and benefits received at the time the FMLA leave began.

I. For purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with DPA rule 599.608 – 599.609.

J. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a federal law and is administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a state law which is administered and enforced by Department of Fair Employment and Housing. FMLA/CFRA does not supersede any article of this contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

## **9.17 DOJ Bureau Of Forensic Services – EIDL**

The parties agree that Criminalists and Latent Print Analysts with the Department of Justice's Bureau of Forensic Services (DOJ-BFS) who serve as Crime Scene Responders, handle and examine (identify) evidence and preserve (collect) samples for later laboratory analysis where controlled environmental conditions can apply.

Therefore, in recognition of the hazards and risks of occupational exposures at Clandestine Laboratory investigations and other crime scene investigations, the parties agree that the Enhanced Industrial Disability Leave benefits as set fourth in the criteria under section 9.8 of this contract shall apply to an employee with the DOJ-BFS who incurs an injury while at a crime scene and while performing his or her official duties as a crime scene responder.

## **ARTICLE 10 - HEALTH AND WELFARE**

### **10.1 Consolidated Benefits Program**

#### **A. Consolidated Program Description**

##### **1. Contribution Amounts**

a. Effective January 1, 2000, the State agrees to pay a composite rate for health, dental and vision. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS and/or a dental plan administered or approved by DPA. Employees will automatically be enrolled in vision.

The State shall pay \$209 per month for coverage on an eligible employee.

b. The State shall pay \$402 per month for coverage of an eligible employee plus one dependent.

c. The State shall pay \$530 per month for coverage of an eligible employee plus two or more dependents.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

##### **2. Description of the Composite Rate Program**

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

a. If the employee is enrolled in both a health plan administered or approved by PERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the amount of the contribution.

- b. If the employee declines a health benefit plan which is administered or approved by PERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by PERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources, the employee will receive \$155 in taxable cash per month. This cash shall be in lieu of the cash option currently available under the FlexElect Program. It will not be necessary for the employee to enroll in the FlexElect Program to receive this cash payment nor will it be necessary for the employee to pay the \$1.00 administrative fee to receive the payment.
- d. If the employee elects not to enroll in a health plan administered or approved by PERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed \$130 per month.
- e. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum contribution as set forth in Subsection A.1.b.(1) (2) or (3), above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash. If the employee wishes to place this amount in a pretax medical and/or dependent care reimbursement account, he/she must enroll in the FlexElect Program and make the election for pretax contributions subject to the rules and requirements of that program.

## B. Health Benefits

### 1. Employee Eligibility

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

### 2. Permanent Intermittent Employees

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

4. Technical Clean Up to Health Benefit Vesting Language

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

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

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

c. The percentage of employer contribution payable for postretirement health benefits for an employee subject to this section shall be based on the member's completed years of state service at retirement as shown in the following table:

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

d. This section shall only apply to state employees who retire for service.

e. Benefits provided to an employee subject to this shall be applicable to all future state service.

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

g. Whenever the state contracts to assume a local public agency function, completed years of service rendered by the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as state service only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the state for the amount necessary to fully compensate the state for postretirement health benefit costs for those personnel.

h. This section shall not apply to employees of the California State University or the Legislature.

## C. Dental Benefits

### 1. CONTRIBUTION

a. The rates for dental shall be included in the Consolidated allowance shown under Section A.

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% of the total premium.

c. The State agrees that \$45355.13 of the money remaining in the Delta Dental Surplus Account shall be applied to the employee's share of any rate increases incurred in the dental indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then said amount shall be applied to the employee's share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. The Union agrees that this is a full and final settlement and release of all known and unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992-1995 collective bargaining agreement.

### 2. Employee Eligibility

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

3. Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.3. Coverage during first twenty-four (24) months of employment.

4. Dental Vesting

The union agrees to support legislation to add Government Code Section 22955.55:

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

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

c. The percentage of employer's contribution amount payable for post-retirement dental care benefits for an employee subject to this section shall be based on the funding provisions of the plan and the member's completed years of state service at retirement as shown in the table:

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

d. This section shall only apply to state employees who retire for service.



e. Benefits provided to an employee subject to this section shall be applicable to all future state service.

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

g. Whenever the state contracts to assume a local public agency function, completed years of service rendered by the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as state service only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the state for the amount necessary to fully compensate the state for post-retirement dental benefit costs for those personnel.

h. This section shall not apply to employees of the California State University or the Legislature.

#### D. Vision Benefit

##### 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 copayment of \$10 for the comprehensive annual eye examination and \$25 for materials.

##### 2. Employee Eligibility

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

##### 3. Family member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection B.3

#### E. Flex-Elect PROGRAM

1. The State agrees to provide a flexible benefits program (Flex-Elect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the Flex-Elect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
2. Employees who meet the eligibility criteria stated in subsection E.1. above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the Flex-Elect Program.

#### F. Pre-retirement Death Continuation of Benefits Proposal

The union agrees to support legislation that would add Government Code Section 19849.15. Notwithstanding Section 22777 of the Government Code, 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 exceed 120 days beginning in the month of the employee's death. The surviving spouse, or other eligible family member 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 or other eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

#### G. Workplace Violence Prevention

1. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.
2. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.
3. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

### 10.2 Counseling Services

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

### 10.3 Rural Subsidy Program

- A. Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 7 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 7 members.

The program shall operate in the following fashion:

1. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Senate Bill 514 (Senator Chesbro), a copy of which bill is attached hereto and hereby incorporated herein by reference. For Bargaining Unit 7 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
  - a. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
3. The money shall be available for use as defined in SB 514.
4. Pursuant to that bill, a rural healthcare equity trust fund(s) (hereafter fund) will be established with a separate account for Bargaining Unit 7 members, as one of several similar accounts.
5. Each Unit 7 employee shall be able to utilize up to \$1,500 per year, pursuant to said bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2, is applicable here.
6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in the bill, then the unused monies shall be put in a "same year pool". That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the attached bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - a. Any employee not in Bargaining Unit 7 all year shall receive credit under this paragraph 6 utilizing the same pro rata formula as in paragraph 2 above.
  - b. If an employee is entitled to less than \$25.00 under this paragraph 6, the money shall instead go into next year's fund pursuant to paragraph 6 hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the bill were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the bill exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remained in the pool.
8. Beyond the text of the bill, the parties will structure and administer the fund in accordance with all applicable IRS and other regulatory statutes and rules.

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

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

- A. This Enhanced Non-Industrial Disability Insurance (ENDI) provision is only applicable to employees participating in the annual leave program referenced in Section 9.13.
- B. 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% of their gross salary, payable monthly for a period not exceeding twenty-six (26) weeks for any one-disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one (1) full day. A full day is defined as a twenty-four (24) hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he/she is 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/her disability, may upon the discretion of his/her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed 100% of 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 or the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/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 payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

J. All other applicable Department of Personnel Administration 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 10.5 and such benefits are limited to \$135.00 per week, or as provided by law, whichever is greater.

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

A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to 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% of their full pay, not to exceed \$135 per week or as provided by law or whichever is greater, payable monthly for a period not exceeding twenty-six (26) weeks for any one (1) disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one (1) full day. A full day is defined as a twenty-four (24)-hour period starting at midnight.

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

E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under b. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

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

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

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

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

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

## **10.6 Flexible Benefits Program**

A. The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213 (d), and 105 (b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.

B. Permanent Intermittent Eligibility: Permanent Intermittent (PI) employees may only participate in the Pre-Tax Premium and/or Cash Option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

C. This section is not grievable or arbitrable.

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

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

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

Employees in classes assigned to Bargaining Unit 7 are eligible to enroll in any long term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

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

## **10.9 Limited Duty Assignments**

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

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

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

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

This section is grievable to the third step of the grievance procedure. Matters contained in this section not resolved at the third step of the grievance procedure may be appealed to the State Personnel Board.

## 10.10 Medical Examination

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

## 10.11 Alternative Preretirement Death Benefit

The State and the Union agree to support legislation that would amend Section 21547 and Section 22754 of the Government Code. The amendments are intended to provide State employees with an improved "alternative pre-retirement death benefit" and to allow the surviving spouse and dependent children to continue to receive the State employer's premium for health and dental coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

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

21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with twenty (20) years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

- a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.
- b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.



c. This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

d. For the purposes of this section, "state service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.

Section 21547.5 is added to the Government Code to read:

21547.5 For any survivor or child receiving a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible to if his or her death had occurred on and after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

Section 22754 of the Government Code is amended to read:

22754. As used in this part, the following definitions, unless the context otherwise requires, shall govern the interpretation of terms: (a) "Board" means the Board of Administration of the Public Employees' Retirement System. (b) "Employee" means: (1) Any officer or employee of the State of California or of any agency, department, authority, or instrumentality of the state including the University of California, or any officer or employee who is a local or school member of the Public Employee's Retirement System employed by a contracting agency that has elected to be or otherwise has become subject to this part, or who is a member or retirant of the State Teachers' Retirement System employed by an employer who has elected to become subject to this part, or who is an employee or annuitant of a special district or county subject to the County Employees Retirement Law of 1937 (Chapter 3 (commencing with Section 31450) of Part 3 of Division 4 of Title 3) that has elected to become subject to this part, or who is an employee or annuitant of a special district, as defined in subdivision (i), that has elected to become subject to this part, except persons employed on an intermittent, irregular or less than halftime basis, or employees similarly situated, or employees in respect to whom contributions by the state for any type of plan or program offering prepaid hospital and medical care are otherwise authorized by law. (2) Any officer or employee who participates in the retirement system of a contracting agency as defined in paragraph (2) of subdivision (g) that has elected to become subject to this part, except persons employed less than half time or who are otherwise determined to be ineligible. (3) Any annuitant of the Public Employees' Retirement System employed by a contracting agency as defined in subdivision (g) that has elected to become subject to this part who is a person retired under Section 21228. (4) Notwithstanding paragraph (1), "eligible employee" of the State of California, as it applies to state employees in State Bargaining Unit 8 or 16, means (A) a permanent employee appointed half time or more; (B) an employee who is a

limited term or temporary authorization appointee who continues coverage sbased on prior continuous permanent status; (C) an employee who is in a half time or more limited-term appointment shall qualify after working six consecutive months; and (D) an employee appointed half time or more to a temporary appointment in lieu of a permanent appointment; and (E) a permanent intermittent employee who works a minimum of 480 hours in a six-month control period. All other limited-term, nonstatus employees as defined by the Department of Personnel Administration and temporary authorization employees are not eligible. (c) "Carrier" means a private insurance company holding a valid outstanding certificate of authority from the Insurance Commissioner of the State, a medical society or other medical group, a nonprofit hospital service plan qualifying under Chapter 11A (commencing with Section 11491) of Part 2 of Division 2 of the Insurance Code, or nonprofit membership corporation lawfully operating under Section 9200 or Section 9201 of the Corporations Code, or a health care service plan as defined under subdivision (f) of Section 1345 of the Health and Safety Code, or a health maintenance organization approved under Title XIII of the federal Public Health Services Act, that is lawfully engaged in providing, arranging, paying for, or reimbursing the cost of personal health services under insurance policies or contracts, medical and hospital service agreements, membership contracts, or the like, in consideration of premiums or other periodic charges payable to it. (d) "Health benefits plan" means any program or entity that provides, arranges, pays for, or reimburses the cost of health benefits. (e) "Annuitant" means: (1) Any person who has retired within 120 days of separation from employment and who receives any retirement allowance under any State or University of California retirement system to which the state was a contributing party. (2) A family member receiving an allowance as the survivor of an annuitant who has retired as provided in paragraph (1), or as the survivor of a deceased employee under Section 21541, 21546, 21547, or similar provisions of any other state retirement system. (3) Any employee who has retired under the retirement system provided by a contracting agency as defined in paragraph (2) of subdivision (g) and who receives a retirement allowance from that retirement system, or a surviving family member who receives the retirement allowance in place of the deceased. (4) Any person who was a state member for 30 years or more and who, at the time of retirement, was a local member employed by a contracting agency. (f) (1) "Family member" means an employee's or annuitant's spouse and any unmarried child (including an adopted child, a stepchild, or recognized natural child who lives with the employee or annuitant in a regular parent-child relationship). The board shall, by regulation, prescribe age limits and other conditions and limitations pertaining to unmarried children; (2) Notwithstanding paragraph (1), this paragraph shall apply only to state employees, as defined in Section 19815, that are in State Bargaining Unit 5. "Family member" only means an employee's legal spouse and any unmarried child, adopted child, stepchild, recognized natural child, or legal ward living with the employee in a regular parent-child relationship. (g) "Contracting agency" means: (1) Any contracting agency as defined in Section 20022, any county or special district subject to the County Employees Retirement Law of 1937 (Chapter 3 (commencing with Section 31450) of Part 3 of Division 4 of Title 3), and any special district, school district, county board of education, personnel commission of a school district or a county superintendent of schools. (2) Any public body or agency of, or within California not covered by the Public

Employee's Retirement System or subject to the County Employees Retirement Law of 1937 (Chapter 3 (commencing with Section 31450 of Part 3 of Division 4 of Title 3), that provides a retirement system for its employees funded wholly or in part by public funds. (h) "Employer" means the state, any contracting agency employing an employee, and any agency that has elected to become subject to this part pursuant to Section 22856. (i) "Special district" means a nonprofit, self-governed public agency, within the State of California and comprised solely of public employees, performing a governmental rather than proprietary function.

Section 22811.6 of the Government Code is repealed.

Section 22957.5 of the Government Code is repealed.

**10.12 Job Sharing**

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

**10.13 1959 Survivors' Benefits – Fifth Level**

A. Employees in this unit who are members of the Public Employees' Retirement System (PERS) will be covered under the fifth level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Memorandum of Understanding for this section.

B. The contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by the PERS Board.

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

- 1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of the spouse.....\$1,800
- 2. A spouse with one eligible child, or two eligible children not in the care of the spouse.....\$1,500
- 3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62.....\$750

**ARTICLE 11 - RETIREMENT**

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

Eligible Unit 7 employees as described in Government Code Section 20017.95, 20017.96, 20017.97, 20017.98 shall be enrolled in the State retirement formula known as the "Peace Officer/Fire Fighter" retirement formula, unless they have elected otherwise pursuant to applicable rules.

## 11.2 Second Tier Retirement

CAUSE and the State agree to continue to participate in the second tier retirement plan as prescribed by law.

## 11.3 1959 Survivors Benefits

The State and CAUSE agree to continue Public Employees' Retirement System 1959 Survivor allowance for eligible Unit 7 employees.

## 11.4 401K Deferred Compensation Program

Employees of Unit 7 are to be included in the State of California, Department of Personnel Administration, 401(k) Deferred Compensation Program.

## 11.5 Improved Retirement Formula For Peace Officer/Firefighter Members

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

The table below compares the current age benefit factors for PO/FF members to the enhanced factors that the proposed legislation would place in the part of the Government Code administered by the CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	2.000	2.400
51	2.100	2.520
52	2.200	2.640
53	2.300	2.760
54	2.400	2.880
55 AND OVER	2.500	3.000

There would be factors for attained quarter ages, such as age 52 3/4, that will be included in the proposed legislation. These age benefit factors will be effective for PO/FF members who retire directly from State employment on and after January 1, 2000. The enhanced age benefit factors will apply for service rendered as a PO/FF member on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors would also apply to past service rendered as a PO/FF member.

B. The parties agree that the rate of contributions for PO/FF members of CalPERS shall be 8 percent of monthly compensation in excess of \$513 effective on or after July 1, 2001. This rate of contribution shall apply on and after the date PO/FF members in Unit 7 become subject to the enhanced age benefit factors provided under this Memorandum of Understanding.

### **11.6 2.5% @ 55 Retirement Formula For Safety Members**

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

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

B. The Union agrees that the rate of contribution for safety members who are subject to the new 2.5% @ 55 formula shall be no greater than 8% of monthly compensation in excess of \$238, effective on and after July 1, 2001.

### **11.7 First Tier Retirement Formula (2% @ 55)**

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

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

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

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

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

The amount of the member contributions required of employees who will be covered under these new factors will continue to be 5 percent of monthly compensation in excess of \$513.

### 11.8 First Tier Eligibility For Employees In Second Tier

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

The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

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

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

### **11.9 90% Limitation In Service Retirement Allowance**

The State and the Union (parties) agree that the limitation on service retirement allowances for Peace Officer/Firefighter (PO/FF) members of this unit shall be 90%. This enhancement will require that section 21363.5 of the Government Code be amended to include Unit 7 members. The increased limitation would apply solely for PO/FF members in Unit 7 who retire on and after January 1, 2000.

## **ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS**

### **12.1 Business and Travel Expense**

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

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

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

Breakfast	Up to	\$ 6.00
Lunch	Up to	\$10.00
Dinner	Up to	\$18.00
Incidentals	Up to	\$ 6.00 (every full 24 hours of travel)
<hr/>		
Total	Up to	\$40.00

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

1. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip begins at or before 6 am breakfast may be claimed

Trip begins at or before 11 am lunch may be claimed

Trip begins at or before 5 pm dinner may be claimed

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

Trip ends at or after 8 am breakfast may be claimed

Trip ends at or after 2 pm lunch may be claimed

Trip ends at or after 7 pm dinner may be claimed

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

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

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

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

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

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



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

**F. Regular State Business Travel:**

1. Statewide, in all locations not listed in 3 below, for receipted lodging while on travel status to conduct State business:

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

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

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

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

**G. State Sponsored Conferences or Conventions:** for receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment. Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes

**H. Non-State Sponsored Conferences or Conventions:** for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment. Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within fifty (50) miles of his/her home or headquarters.

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

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

- o The employee continues to maintain a permanent residence at the primary headquarters, and
- o The permanent residence is occupied by the employee's dependents, or
- o The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either:
  1. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or
  2. Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

K. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.

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

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

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

**N. Transportation.** Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

**O. Mileage Reimbursement**

1. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed 31 cents per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
2. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

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

**Q. Private Aircraft Mileage** – When an employee is authorized by his/her department, reimbursement for the use of the employee’s privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

**R. Mileage to/from a common carrier** – When the employee’s use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee’s vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee’s headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to “whichever is less”: If the employee begins travel one (1) hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

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

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, fax or other business charges related to State business of \$5.00 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

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

## 12.2 Uniform Replacement Allowance

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based upon actual costs for an amount to be determined by the State for eligible permanent employees. "Uniform" means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank or time in service. Employees shall be responsible for the purchase of a required uniform as a condition of employment. Employees shall wear their required uniform only in an official capacity.

1. Permanent full-time employees in the following classifications will receive a Uniform Replacement Allowance up five hundred forty dollars (\$540.00):

State Fair Police Officer and Sergeant  
 Lieutenant, Fish and Game Patrol Boat  
 Fish and Game Warden  
 Warden Pilot, Department of Fish and Game  
 State Park Ranger  
 State Park Cadet (Ranger)  
 State Park Cadet (Lifeguard)  
 Museum Security Officer  
 Supervising Museum Security Officer  
 Department of Justice Security Officer

Hospital Police Officer  
Police Officer - Developmental Center  
Fire Fighter  
Fire Fighter/Security Officer  
Lifeguard  
Conservationist I, CCC  
Conservationist II, CCC  
Coordinator (Law Enforcement), OES  
Coordinator (Fire Services), OES

2. Less than full-time employees in the following classes will receive up to five hundred forty dollars (\$540.00), in accordance with existing State laws, rules and policies:

Lifeguard  
State Park Ranger  
State Park Ranger (Intermittent)  
State Park Cadet (Ranger)  
State Park Cadet (Lifeguard)

3. Permanent full-time employees in the classification of Pool Lifeguard will receive a Uniform Replacement Allowance up to three hundred dollars (\$300).

a. Less than full-time employees in the classification of Pool Lifeguard will receive up to three hundred dollars (\$300), in accordance with existing State laws, rules and policies.

4. Permanent full-time employees in the class of Marine Terminal Safety Specialist shall receive a Uniform Replacement Allowance up to two hundred five dollars (\$205.00).

a. Permanent full time employees in the class of Marine Terminal Safety Specialist shall receive a Uniform Replacement Allowance up to fifty-seven dollars (\$57.00).

b. Less than full time employees in the classes of Marine Terminal Safety Inspector/ Specialist shall receive up to the maximum Uniform Replacement Allowance for their class in accordance with existing State laws, rules, and policies.

5. Employees in the classes of Lifeguard I (Seasonal) and Lifeguard II (Seasonal) shall receive a uniform replacement allowance of twenty dollars (\$20.00) for each period of one-hundred and sixty (160) hours of paid employment to be paid upon termination or furlough for any reason. The hours worked in excess of one-hundred and sixty (160) hours in a monthly period shall not be counted or accumulated.

6. Permanent full-time employees in the classification of Oil Spill Prevention Specialist will receive a uniform replacement allowance up to three hundred eighty-five dollars (\$385.00).

B. The uniform replacement allowance anniversary date for permanent full-time Unit 7 employees identified in a(1) above shall continue to be February 1 of each year. Employees will receive their allowance based on that date in accordance with existing State laws, rules and regulations. Employees who do not have one full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.

C. It is understood by the parties that the Department has no control over the procedures and processes of the State Controller's Office and that such procedures and processes may impact the timeliness of the uniform replacement allowance checks.

D. Less than full-time Unit 7 employees identified in a(2) above will continue to receive uniform replacement allowances in accordance with existing laws, rules and regulations.

The uniform replacement allowance shall not be considered compensation for purposes of retirement.

E. Limited term employees of the CCC will be responsible for purchasing their initial uniform complement as a condition of employment as prescribed in the California Conservation Corps Uniform Policy (Administrative Manual 2819). The Department shall reimburse eligible limited term employees for the replacement of uniform items listed in the department uniform specifications. The uniform will be required to be worn only in an official capacity.

F. In order to qualify for a uniform replacement allowance, a limited term employee's appointment must exceed twelve (12) months. The twelve (12) month qualifying period need not be consecutive. Employees who are appointed for a period of twelve (12) months or less shall not qualify for this allowance. Employees must be working on February 1 to be eligible for this allowance. Employees who have not completed one (1) full year of service as of February 1 shall be eligible for a prorated uniform replacement allowance based in the uniform replacement allowance amount of this contract section.

### **12.3 Transportation Incentives And Parking Rates**

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

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. The State shall provide \$100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. For the term of this agreement, the parties agree that the State may increase parking rates in existing lots in an amount not to exceed twenty dollars(\$20.00) per month. Every effort shall be made to provide employees sixty (60) calendar days but no less than thirty (30) calendar days notice of a parking rate increase. Rates at new lots administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

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

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

## **12.6 Personal Property**

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

## **12.7 Business Cards/Identification Cards**

A. Employees having public contact, or otherwise having a demonstrated job related need, shall be provided, upon request, with an adequate supply of business cards. Such business cards shall be individual printed cards in the cases of those departments which have in the past provided same. All permanent Unit 7 employees whose duties do not involve personal contact with members of the public shall be allowed to order business cards. These employees shall be required to reimburse the State for any printing cost of these cards. Business cards shall not misrepresent the employee, the employee's position or authority, the employer, and the employee's business address and phone number.

B. The Department of Motor Vehicles shall provide a clip-on/pin-on type photo identification card to each Licensing Registration Examiner, which can be worn while on duty.

## **12.8 Ear Pieces**

The State employer, upon request, shall provide to each Communications Operator a molded ear piece. This item will be replaced when the ear piece is no longer serviceable.

## **12.9 Physical Examination Reimbursement**

The State employer shall provide for general physical examinations when required by the department head or designee. When the State employer determines it economically advantageous to purchase the general physical examination from nonstate sources, the employee shall be reimbursed for the cost up to the figure provided for, at the time, in the SAM.

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

### **A. Rent**

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

1. Where employees are currently paying rent, the State may raise such rates up to 25% each year.
2. During the term of this contract, where no rent is being charged the State may raise such 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, 1989, where the rental of State housing is made a condition of employment, the State may charge the employee 10% less than the regular rate of rent. DPR employees in required housing shall pay rental rates in accordance with (1) above.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

### **B. Utilities**

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

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) of the rates in effect as of June 30, 1987.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.



3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

a. In the Department of Parks and Recreation, prior to individual metering for gas and/or electricity and consistent with design or historic restrictions, the housing unit will be retrofitted with the following weatherization measures:

- (1) Ceiling Insulation
- (2) Caulking
- (3) Weatherstripping
- (4) Water Heating Blanket
- (5) Duct Wrap

If the Department determines the housing unit cannot be individually metered or if historic considerations, house design or construction render all practical weatherization measures inappropriate or ineffective and resulting utility costs would be excessively high, a flat rate utility fee in accordance with the above schedule will be paid to the Department of Parks and Recreation by the employee.

4. Department of Parks and Recreation employees who occupy required State housing shall pay the utility rate in effect January 1, 1986.

#### C. Maintenance of Housing - Department of Parks and Recreation

1. The Department of Parks and Recreation agrees that housing occupied by Unit 7 employees shall be maintained consistent with the DPR facility maintenance program and at a standard not less than that applied to any other Department housing. For vacant housing the Department determines is no longer cost beneficial to maintain, the Department reserves the right to remove the house from availability.

2. Unit 7 employees of the Department of Parks and Recreation who have a complaint about the condition of the housing they occupy may file a grievance through the grievance process as follows:

a. Grievances on the condition of housing related to an untenable dwelling, as contained in Civil Code Section 1941.1, shall be subject to the full grievance procedure if the Unit 7 employee is required to live in State housing.

b. Grievances on the condition of housing, other than those in c.(2)(a) above shall only be subject to the first three formal levels of the grievance procedure, with the Department of Parks and Recreation being the final review.

#### D. Tenants' Rights - Department of Parks and Recreation

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

### **12.11 CHP - Communication Center Consolidation**

The parties recognize that it may be necessary to make changes in areas within the scope of representation due to the consolidation of a communication center. In the event the State finds it necessary to make changes as a result of a consolidation, CAUSE shall be notified of the proposed change prior to implementation. Either party may serve notice upon the other to meet and confer over the impact of such changes.

### **12.12 Reimbursement-Safety Equipment-State Lands**

A. Prescription Safety Lens-The Commission shall provide an annual maximum reimbursement of \$35 for "out-of-pocket" expenses for the added cost to employees who purchase prescription safety lens in the classifications of Marine Terminal Safety Inspector and Specialists.

B. Safety Boots or Shoes- The Commission shall provide each Marine Terminal Safety Inspector and Specialists a reimbursement of up to \$150 for the purchase of safety boots or shoes. The boot or shoes must meet the most current applicable standards, as well as any applicable industry requirements. They shall be worn while performing field duties. Boots or shoes which are replaced when less than twenty-four (24) months old must be with supervisor verification.

### **12.13 Cellular Phone Allowance - California Highway Patrol**

Motor Carrier Specialist Is shall receive \$100 annually to offset the cost of the use of personal cellular phones for business purposes which may also be used for personal use.

### **12.14 Uniform Replacement Allowance – Department of Parks and Recreation**

Prior to the expiration of this contract, the Department of Parks and Recreation will establish a single source vendor system to replace the current uniform replacement allowance program. Employees in all uniformed classes in the Department of Parks and Recreation (DPR) shall use the system to obtain Department authorized uniform replacement items.

The anniversary date for the uniform replacement credit with the vendor is February 1 of each year. All employees will receive their credit on that date based on qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules and regulations. Permanent full-time employees shall receive a yearly uniform replacement credit not to exceed the amount set for the uniform replacement allowance in section 12.2 of this contract. The uniform replacement credit for permanent part-time employees will be calculated annually based upon the previous year's time base. The uniform replacement credit for permanent intermittent employees will be calculated annually based upon the number of hours worked in the previous year.

The State will explore the feasibility of allowing employees the ability to carry over unused credit into the following year without incurring additional costs or administrative processing. If feasible, up to \$200 of any unused portion of the uniform replacement credit established for each current employee will be carried over to the following year. The uniform replacement credit may be used to replace any authorized uniform item or authorized footwear offered by the single source vendor. Upon separation, any unused credit will be eliminated.

Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed DPR class) to a uniformed classification shall be required to purchase the uniform as a condition of employment, and such purchase shall be through the single source vendor. Such employees will be eligible for a pro-rated uniform replacement credit on February 1 of the following year, and a uniform replacement credit on each subsequent February 1 in accordance with the above.

### **12.15 Moving and Relocation Expense**

Whenever an employee is reasonably required by the State's actions or directives, as described in DPA Rule 599.714.1(b) to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 12.1 and in accordance with the requirement, time frames and administrative rules and regulations of reimbursement of relocation expenses that apply to excluded employees.

## **ARTICLE 13 - SAFETY AND HEALTH**

### **13.1 Safety Equipment**

A. All equipment provided pursuant to this Contract is State owned or leased property which will be used and maintained as the State deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the State. Items lost or damaged due to substantial negligence of the employee shall be replaced by the employee at his/her expense.

B. Employees may, with their department's written approval, substitute privately-owned equipment for State issued equipment provided it meets their department's specifications.

C. Nothing in this Contract shall preclude the State from issuing or requiring an employee to use safety equipment it finds appropriate for specific job functions.

D. Each peace officer included in this section who is required by his/her department to carry firearms shall qualify a minimum of once quarterly with his/her duty weapon.

E. The State shall provide at no cost to the employee, an initial issuance of the following:

## 1. FIRE FIGHTER EQUIPMENT

a. In addition to any other equipment supplied or required the Fire Fighters employed by the Departments of Developmental Services and Mental Health, and the Firefighter/Security Officers employed by the Military Department, the Department of Parks and Recreation, and the Department of Veterans' Affairs, shall have the following Cal-OSHA approved equipment available for their use consistent with assigned duties:

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

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

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

E. Peace Officers with the Departments of Developmental Services and Mental Health shall be provided the following:

### 1. SENIOR SPECIAL INVESTIGATOR/SPECIAL INVESTIGATOR

- a. Badge
- b. Flashlight - heavy duty
- c. Handcuffs
- d. Handcuff Case

- e. Plasticuffs - available upon request
- f. Chemical Agent
- g. Holster, aerosol chemical agent

2. HOSPITAL POLICE OFFICER (DMH), and Peace Officer Developmental Center (DDS):

- a. Badge
- b. Baton
- c. Baton Ring or holder
- d. Handcuffs
- e. Handcuff Case
- f. Flashlight - heavy duty
- g. Chemical Agent
- h. Holster, aerosol chemical agent
- i. Helmet - general duty - available upon request
- j. Raincoat, where necessary
- k. Rainpants, where necessary
- l. Sam/Sally Browne belt
- m. At DMH, a pool of equipment, including outside vests (stab proof), helmets and riot shields.
- n. Flashlight ring or holster
- o. Body armor (Individual-DMH)

F. SAFETY EQUIPMENT - CALIFORNIA STATE HORSE RACING BOARD

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the State Horse Racing Board:

- a. Badge, departmental - clip-on type
- b. Flashlight - heavy duty
- c. Handcuffs
- d. Handcuff case
- e. Soft body armor (pool supply available upon request)
- f. Duty Weapon
- g. Ammunition
- h. Holster
- i. Rain Boots

G. SAFETY EQUIPMENT - FF/SO - DEPARTMENT OF MILITARY AND PARKS AND RECREATION

1. The Fire Fighter/Security Officers employed with the Military Department and the Department of Parks and Recreation shall have the following equipment available for their use consistent with assigned duties.

- a. Ammunition
- b. Ammunition carrying case
- c. Badge, Department issue
- d. Flashlight
- e. Individual Handcuffs
- f. Individual Handcuff Case
- g. Individual Holster
- h. Individual Duty Weapon
- i. Shotgun (Pool)
- j. Individual Sam/Sally Browne Belt
- k. Baton and Ring
- l. Soft Body Armor (Individual)
- m. Chemical Agent
- n. Hearing Protection for weapons qualifications (Pool)

H. SAFETY EQUIPMENT - DEPARTMENT OF VETERANS' AFFAIRS

1. The State shall provide each Firefighter/Security Officer employed by the Department of Veterans' Affairs with the following equipment:

- a. Badge, Department issued
- b. Flashlight
- c. Handcuffs
- d. Handcuff Case
- e. Sam/Sally Browne belt (Individual)
- f. Baton and Ring
- g. Rain Gear
- h. Chemical Agent

I. SAFETY EQUIPMENT - CALIFORNIA SCIENCE CENTER

1. The State shall provide each Museum Security Officer with:

- a. Ammunition
- b. Ammunition Carrying Case
- c. Badge, Departmental

- d. Cap cover, Rain
- e. Cap piece, Departmental
- f. Flashlight - heavy duty
- g. Handcuffs
- h. Handcuff case
- i. Holster, Duty Weapon
- j. Raincoat
- k. Rain pants
- l. Duty Weapon
- m. Sam/Sally Browne belt
- n. Soft body armor
- o. Aerosol tear gas
- p. Holster, aerosol tear gas protector
- q. Baton
- r. Baton ring
- s. Helmet, general duty

J. SAFETY EQUIPMENT - CAL-EXPO State Fair Police

1. For those employees whose employer does not provide safety equipment which can also be used with the State Fair Police, and for each peace officer of the California Exposition and State Fair who does not have another law enforcement employer, the State shall provide the following:

- a. Aerosol Tear Gas
- b. Ammunition
- c. Ammunition Carrying Case
- d. Badge, Departmental
- e. Baton
- f. Baton Rings
- g. Boots, insulated
- h. Boots, Rain
- i. Cap, foul weather
- j. Cap Cover, Rain
- k. Cap Piece, Departmental
- l. Ear Protectors
- m. Flashlight - heavy duty
- n. Goggles, Sand

- o. Handcuffs
- p. Handcuff Case
- q. Helmet, general duty
- r. Holster, Aerosol Tear Gas Projector
- s. Holster, Duty Weapon
- t. Plasticuffs
- u. Raincoat
- v. Rain Pants
- w. Duty Weapon
- x. Sam/Sally Browne Belt
- y. Soft body armor

K. SAFETY EQUIPMENT - DEPARTMENT OF FISH AND GAME

1. The equipment listed below is designated as peace officer protective equipment for uniformed employees of the Department of Fish and Game:

- a. Aerosol tear gas (upon request)
- b. Ammunition
- c. Ammunition Carrying Case
- d. Badge
- e. Baton
- f. Baton Rings (upon request)
- g. Ear Protectors
- h. Flashlight - heavy duty
- i. Handcuffs (1 pair)
- j. Handcuff Case
- k. Aerosol tear gas holster (upon request)
- l. Plasticuffs
- m. Sam/Sally Browne belt
- n. Insulated waders and boots (where necessary)
- o. Rain Boots (where necessary)
- p. Raincoat (where necessary)
- q. Rain pants (where necessary)
- r. Soft Body Armor (upon request)
- s. Duty Weapon
- t. Holster



2. Employees required to operate a motorcycle, ATV or snowmobile shall be issued an appropriate protective helmet.
3. Fish and Game Wardens who are assigned to regular patrol assignments and who are not otherwise provided such equipment, will be provided with a 12 gauge shotgun and electro lock device upon request.
4. All large ocean-going Department of Fish and Game vessels will be equipped with the following:
  - a. Life raft
  - b. Survival suits (north of Point Conception)
  - c. E.P.I.R.B. Class A type buoys
  - d. Strobe lights for life jackets and boats
  - e. Ear protectors
5. All Department of Fish and Game vessels 30' or larger will be equipped with the following:
  - a. LORAN "C"
  - b. Marine Radios
  - c. R.D.F.
  - d. Holding Tank
  - e. Showers (overnight boats)
  - f. Vessels acquired after the effective date of this Contract will be equipped with a fire suppression system
6. Upon request each Warden-Pilot will be provided with an initial issuance of two Nomex flight suits.

#### L. SAFETY EQUIPMENT - DEPARTMENT OF PARKS AND RECREATION

1. The Department of Parks and Recreation shall provide each DPR uniformed peace officer with:
  - a. Aerosol tear gas
  - b. Ammunition
  - c. Ammunition Carrying Case
  - d. Badge, Departmental
  - e. Baton
  - f. Baton Rings
  - g. Flashlights - heavy duty law enforcement type
  - h. Handcuffs
  - i. Handcuff case
  - j. Holster, aerosol tear gas projector
  - k. Holster, Duty Weapon

- I. Duty Weapon – semi automatic with 4 magazines
- m. Sam/Sally Browne Belt
- n. Soft body armor

2. The Department of Parks and Recreation shall make available to DPR Unit 7 employees other items of safety equipment it finds appropriate for specific assignment, such as the following:

- a. Boots, rain
- b. Ear Protectors
- c. Goggles, Sand
- d. Helmet, General Duty
- e. Plastic flexi-cuffs and soft leg restraints
- f. Rain suits, yellow
- g. OHV Motorcycle Safety Boots
- h. Police coveralls for K-9 Handlers
- i. Nomex suits

3. Upon request each pilot shall be provided with an initial issuance of two (2) Nomex fire retardant flight suits.

#### M. SAFETY EQUIPMENT - SOCIAL SERVICES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Social Services:

- a. Badge, Departmental
- b. Flashlight - heavy duty
- c. Handcuffs
- d. Handcuff Case
- e. Soft Body Armor (pool supply, available on request)
- f. Cellular phone with long distance capacity while on travel status
- g. Raid Jacket

#### N. SAFETY EQUIPMENT - OFFICE OF EMERGENCY SERVICES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Office of Emergency Services:

- a. Aerosol Tear Gas
- b. Badge, Departmental - clip-on type
- c. Flashlight - heavy duty
- d. Handcuffs

- e. Handcuff case
- f. Holster, aerosol tear gas
- g. Raid Jacket
- h. Rain boots - Yellow
- i. Rain Pants - Yellow
- j. Rain Coat - Yellow
- k. Coveralls
- l. International Orange Vest
- m. First Aid Kit
- n. Flares
- o. Protective Goggles
- p. Hard Hat
- q. Fire Boots, waterproof vibram soled
- r. NOMEX fire protective clothes

O. SAFETY EQUIPMENT - OFFICE OF STATE FIRE MARSHAL

1. The equipment for non-uniformed Unit 7 peace officers in the Arson and Bomb Unit, OSFM:

- a. Aerosol Tear Gas
- b. Ammunition
- c. Ammunition carrying case
- d. Badge, Departmental
- e. Flashlight - heavy duty
- f. Handcuffs
- g. Handcuff Case
- h. Holster, aerosol tear gas
- i. Holster, Duty Weapon
- j. Plasticuffs
- k. Duty Weapon
- l. Soft Body Armor
- m. Raid Jacket

P. SAFETY EQUIPMENT - INDUSTRIAL RELATIONS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Industrial Relations (Labor Standards Investigators):

- a. Ammunition
- b. Ammunition Carrying Case
- c. Badge, Departmental - clip-on type
- d. Flashlight - heavy duty
- e. Handcuffs
- f. Holster, Duty Weapon
- g. Duty Weapon
- h. Soft Body Armor
- i. Magazines (2)
- j. Range ear protectors
- k. Plasticuffs
- l. Raid Jacket

Q. SAFETY EQUIPMENT - DEPARTMENT OF CONSUMER AFFAIRS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Consumer Affairs (except Deputy Registrars):

- a. Pepper Spray
- b. Ammunition
- c. Ammunition Carrying Case
- d. Badge, Departmental - Clip-on
- e. Flashlight - heavy duty
- f. Handcuffs
- g. Handcuff Case
- h. Holster, aerosol tear gas
- i. Holster, Duty Weapon
- j. Duty Weapon - stainless
- k. Soft Body Armor
- l. Raid Jacket

2. Structural Pest Control Board Specialists, SPCB II, Department of Consumer Affairs

- a. Flashlight (heavy duty law enforcement type)

3. The equipment listed below is designated as employee protective equipment for Field Representatives, Bureau of Electronic and Appliance Repair:

- a. Flashlight (mini-mag or heavy duty) upon request

4. The equipment listed below is designated as employee protective equipment for Program Representatives, Bureau of Automotive Repair:

- a. Flashlights (heavy duty)

#### R. SAFETY EQUIPMENT - ALCOHOLIC BEVERAGE CONTROL

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Alcoholic Beverage Control:

- a. Chemical Agent
- b. Ammunition
- c. Ammunition Carrying Case
- d. Badge, Departmental - clip-on type
- e. Pen Light Flashlight - heavy duty
- f. Handcuffs
- g. Handcuff Case
- h. Holster, chemical agent
- i. Holster, Duty Weapon
- j. Plasticuffs
- k. Duty Weapon
- l. Soft Body Armor
- m. Expandable Baton and Holder
- n. D-cell flashlight
- o. Equipment bag

#### S. SAFETY EQUIPMENT - DEPARTMENT OF INSURANCE

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Insurance:

- a. Chemical Agent
- b. Ammunition
- c. Magazine with Case
- d. Badge, Departmental - clip-on type
- e. Flashlight - heavy duty
- f. Handcuffs
- g. Handcuff Case
- h. Holster, aerosol tear gas
- i. Holster, Duty Weapon

- j. Plasticuffs
- k. Duty Weapon
- l. Soft Body Armor
- m. Raid Jacket

#### T. SAFETY EQUIPMENT - DEPARTMENT OF MOTOR VEHICLES

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Motor Vehicles:

- a. Chemical Agent
- b. Ammunition
- c. Ammunition Carrying Case
- d. Badges, clip-on and flat badge
- e. Flashlight - heavy duty
- f. Handcuffs
- g. Handcuff Case
- h. Holster, Duty Weapon
- i. Duty Weapon, semi automatic
- j. Soft Body Armor
- k. Raid jacket
- l. Coveralls
- m. ASP Collapsible baton
- n. Magazines (2)
- o. Equipment bag

#### U. SAFETY EQUIPMENT – STATE LANDS COMMISSION

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

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

V. SAFETY EQUIPMENT - DEPARTMENT OF JUSTICE SPECIAL AGENT AND SPECIAL AGENT SUPERVISOR

1. The equipment listed below is designated as peace officer protective equipment for Special Agent and Special Agent Supervisor of the Department of Justice:

- a. Ammunition
- b. Ammunition Carrying Case
- c. Badge, Departmental - clip-on type
- d. Ear Protectors
- e. Flashlight - heavy duty
- f. Handcuffs
- g. Handcuff Case
- h. Handgun as prescribed by management
- i. Holster, Handgun
- j. Plasticuffs
- k. Soft Body Armor - threat level III protection
- l. Chemical agent with holster
- m. Raid jacket – as described by management
- n. Raid cap – as described by management
- o. Mesh Raid jersey – as described by management
- p. Ballistic helmet – as described by management
- q. Shooting glasses
- r. Extendable Baton with holster

2. Upon request each pilot shall be provided with an initial issuance of two (2) Nomex fire retardant flight suits.

W. SAFETY EQUIPMENT - DEPARTMENT OF HEALTH SERVICES, AUDITS AND INVESTIGATIONS DIVISION AND FOOD & DRUG BRANCH

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the Department of Health Services, Audits and Investigations Division and Food & Drug Branch:

- a. Ammunition
- b. Ammunition Carrying Case
- c. Badge, numbered, clip-on type
- d. Flashlight - heavy duty
- e. Handcuffs
- f. Handcuff Case

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

X. SAFETY EQUIPMENT – OFFICE OF THE SECRETARY OF STATE:

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in Office of the Secretary of State:

- a. Badge, Department issue
- b. Flashlight - heavy duty
- c. Handcuffs
- d. Handcuff Case
- e. Soft Body Armor - upon request (from pool)

Y. SAFETY EQUIPMENT - DEPARTMENT OF TRANSPORTATION

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

- a. Flashlight

Z. SAFETY EQUIPMENT - CALIFORNIA STATE LOTTERY

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed Unit 7 peace officers in the California State Lottery:

- a. Ammunition
- b. Badge: Star type
- c. Badge Holder: Clip on
- d. Body Armor: Vest type, bullet proof
- e. Ear Protectors #29-2520: Head Set type
- f. Evidence Case: Brief Case with double combination lock
- g. Flashlight: Mag-lite
- h. Handbag (women): Black



- i. Handcuffs: Peerless (Nickel finish)
- j. Handcuff Case: Compartment (plain black)
- k. Holster, duty weapon, with belt hoop
- l. Pepper Spray
- m. Pepper Spray Case, with belt loop
- n. Raid Jacket: Navy Blue, button front
- o. Duty weapon, semi automatic, Glock

AA. SAFETY EQUIPMENT - DEPARTMENT OF CORPORATIONS

1. The equipment listed below is designated as peace officer protective equipment for non-uniformed peace officers in the Department of Corporations:
  - a. Soft Body Armor - upon request (from Pool)
  - b. Handcuffs
  - c. Handcuff Case

BB. SAFETY EQUIPMENT - DEPARTMENT OF JUSTICE, BUREAU OF FORENSIC SERVICES

1. The equipment listed below is designated as protective equipment for the Bureau of Forensic Services.
  - a. Safety glasses (non-prescription) and goggles
  - b. Hearing protection devices
  - c. Flashlight - heavy duty
  - d. Personal protective equipment consistent with biosafety level 2 operations, including disposabel coveralls
2. In addition to the items listed in number 1 above, Criminalists/Senior Criminalist who respond to clandestine laboratories shall be provided the following:
  - a. Respiratory protective equipment and chemical resistant clothing as appropriate for the hazardous condition, to include:
    - (1) Full-face air purifying respirator with accessories.
    - (2) NOMEX shirt, pants, gloves and balaclava (2 pairs).
    - (3) Knee-high, poly blend chemical-resistant boots with steel toe and shank.
  - b. Field equipment bag.

c. In addition to the items listed in number 1 above, a pool supply of protective equipment shall be provided as follows:

- (1) heavy duty, strap type kneepads with plastic exterior facing,
- (2) adjustable back support belt,
- (3) hard hat,
- (4) PIGS – minimum two per crime lab

CC. SAFETY EQUIPMENT - DEPARTMENT OF JUSTICE, SECURITY OFFICER

1. The State shall provide each uniformed Department of Justice Security Officer with:

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

DD. SAFETY EQUIPMENT - STATE CONTROLLER'S OFFICE

1. The equipment listed below is designated as protective equipment for Unit 7 employees in the State Controller's Office:

- a. Soft Body Armor
- b. Flashlight
- c. First Aid Kit
- d. Handcuffs

- e. Handcuff case
- f. Raid jacket
- g. Badge

EE. SAFETY EQUIPMENT - HOUSING AND COMMUNITY DEVELOPMENT

1. The equipment listed below is designated as protective equipment for Unit 7 employees in the Department of Housing and Community Development:

- a. Safety glasses (non-prescription)
- b. Flashlight

FF. SAFETY EQUIPMENT - EMPLOYMENT DEVELOPMENT DEPARTMENT

1. The equipment listed below is designated peace officer protective equipment for non-uniformed peace officers in the Employment Development Department:

- a. Handcuffs
- b. Handcuff case
- c. Chemical Agent
- d. Chemical Agent with Carrying Case
- e. Jackets (Field Wind) from Pool
- f. Badge, Departmental clip-on type
- g. Flashlight, heavy duty

GG. SAFETY EQUIPMENT - FRANCHISE TAX BOARD

1. The equipment listed below is designated as employee protective equipment for Investigation Specialist - FTB:

- a. Sanitary disposable rubber gloves
- b. Raid jacket - navy blue
- c. Duty weapon with magazine
- d. Holster
- e. Magazine pouch
- f. Handcuffs and pouch
- g. Collapsible baton and holster
- h. Flat badge
- i. Domed clip-on badge
- j. Flash light-heavy duty
- k. Body armor & two (2) carriers
- l. Tactical vest
- m. First aid kit
- n. Mini-gun vault (office/home)

- o. Pepper spray and holster
- p. Raid cap (headgear)
- q. Ammunition
- r. Ear protectors
- s. Safety glasses (non-prescription)

#### HH. SAFETY EQUIPMENT – California Conservation Corps

1. The equipment listed below is designated as safety equipment for the California Conservation Corps.

- a. Hard hat
- b. Leather work gloves
- c. Safety goggles or tinted safety glasses as appropriate for the job (non-prescription)
- d. Head lamp
- e. Flashlight – heavy duty
- f. Rain Jacket – one
- g. Rain pants – one pair
- h. Rain Boots – one pair
- i. Type II fire response equipment – NOMEX hood, shirt, pants, fire shelter, shoulder harness gear with integral pouch, and four quart canteens.
- j. For non Type II fire assignments, prior to dispatch NOMEX pants, shirt and fire shelter.

And the State agrees to reimburse employees pursuant to the uniform replacement provision of section 12.2 for the cost of purchase or replacement of protective footwear as described herein for wildland fire fighting activities. Said footwear shall consist of heavy duty lace-type boots with non-slip soles and heels, and shall provide firm ankle support. Leather tops shall be at least six inches in height measured from the bottom of the shoe heel. This reimbursement approach is used to ensure correct fittings of footwear. This footwear does not replace any boots provided under any other section of this contract.

### 13.2 Physical Fitness

A. Subject to the availability of funds, the State shall continue to acquire physical fitness equipment and to install such equipment in suitable facilities, and shall make such equipment and facilities available to those employees for whom there is a physical fitness requirement or expectation in their jobs, at no cost to the employees. Nothing in this provision shall obligate the State to expend funds on the acquisition of physical fitness equipment.

B. Where such physical fitness facilities and equipment are currently made available to employees, such facilities and equipment shall continue to be made available for the duration of this Contract.

C. Where the utilization of State time by employees for physical fitness activities is currently authorized, such utilization shall continue to be authorized for the duration of this Contract.

### **13.3 Physical Maintenance Program - Department of Fish and Game**

The State and CAUSE agree to end the Physical Maintenance Program in the Department of Fish and Game effective December 31, 1999.

Effective January 1, 2000, the additional compensation that was provided in the Physical Maintenance Program shall be added to the base pay of the eligible classifications.

### **13.4 Physical Fitness Incentive Program**

A. Permanent full-time peace officer/firefighters in Bargaining Unit 7 as specified in Section E below, who pass the physical fitness test outlined in Section F, and have thirteen (13) qualifying pay periods of State service or more as a permanent full-time peace officer/firefighter, shall receive an annual flat rate of sixty-five dollars (\$65.00) per pay period.

B. The employee must pass the Physical Fitness Program annually to be eligible for the sixty-five dollars (\$65.00) incentive pay. An employee who fails the test shall be allowed to retake the test once each quarter. This incentive pay shall not be retroactive for those employees who fail the exam. Employees in a specific unit or work location who are prevented from scheduled testing by management for operational reasons or state emergency shall be provided a make-up test scheduled to avoid a loss of the physical fitness incentive pay. When an individual employee is denied the opportunity to take the physical fitness test because of job required duties, a grievance may be filed directly with DPA for final reconsideration. An employee who is receiving the incentive pay and who is denied the opportunity to take the physical fitness test because of job required duties, operational reasons or a State emergency, shall have the incentive pay continue until a make-up test can be scheduled.

C. This physical fitness incentive pay shall begin on the first pay period following the successful passing of the physical fitness test. The physical fitness incentive pay, shall not be considered compensation for purposes of retirement. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as overtime checks. It is understood by the parties that Departments have no control over the procedures and processes of the State Controller's Office and that such procedures and processes may impact the timeliness of the physical fitness incentive pay checks.

D. It is the responsibility of each eligible employee, as defined in section A, to provide the Test Administrator his/her current mailing address in order to be scheduled for the physical fitness test. The State is not responsible for tests scheduled due to an employee's failure to provide a correct mailing address. Once scheduled, the eligible employee must notify the Test Administrator at least fourteen (14) work days prior to the test date, as to whether he/she will take the test on the specified date. If the employee accepts the test date and fails to appear for the test, he/she shall reimburse the appointing power for the costs for failing to appear at the scheduled test date. This reimbursement requirement will not apply to employees who themselves were not notified fourteen (14) days prior to the test, or who otherwise were unable to attend the test due to a verified illness or family emergency or any job related duties.

E. Eligible Classifications

<b>SCHEMATIC CODE</b>	<b>CLASS CODE</b>	<b>CLASS TITLE</b>
BS20	0989	Aquatic Specialist
VY85	8997	Arson and Bomb Investigator
UE30	8122	Coord. – L.E. – O.E.S.
UG30	8188	Coord. Fire Services – O.E.S.
VR80	8792	Dep. Registrar of Contractors II
VY72	9013	Dep. State Fire Marshal III (Spec)
VY63	2580	Associate Pipeline Safety Engineer
VY87	8980	State Fire Marshal Trainee
VY91	9086	Deputy State Fire Marshall, Range A and B
VY25	8959	Dist. Rep II, Div. of Codes & Stds.
VX20	1589	Food and Drug Investigator, A
VX20	1589	Food and Drug Investigator, B
VZ35	8990	Firefighter/Security Officers
VZ30	8972	Firefighter
BS40	0992	Lifeguard
BR70	0983	State Park Ranger
WQ21	9506	Labor Standards Investigator
VX30	9007	Food Technician Specialist
VW60	9028	Food and Drug Program Coordinator
VZ70	9090	Fire Service Training Specialist III
VJ25	8554	Investigator – Assistant
VC64	1945	State Fair Police Officer
JI179	8593	Investigation Specialist – Franchise Tax Board
JI75	8591	Investigation Specialist II – Franchise Tax Board
VY30	8960	District Representative I, Division Codes Standards
VF50	8542	Polygraph Examiner, California Youth Authority
VC62	1946	Sergeant, State Fair Police
VC25	8582	Special Agent, Department of Justice
VJ11	8553	Special Investigator I
VG45	8524	Special Agent Supervisor, Department of Justice

<b>SCHEMATIC CODE</b>	<b>CLASS CODE</b>	<b>CLASS TITLE</b>
VW80	9039	Senior Food and Drug Investigator
VI90	8550	Senior Special Investigator
VZ25	8989	Supervising Firefighter/Security Officer
VC50	1954	Peace Officer D.C.
VC48	1937	Hospital Police Officer
VJ57	8602	Lottery Agent
VJ72	8570	Corporation Investigator
VJ70	8571	Associate Corporation Investigator
VL95	7359	Fraud Investigator, Department of Insurance
VI95	8594	Investigator, DCA
VI96	8595	Senior Investigator, Department of Consumer Affairs

F. The Physical Fitness Incentive Pay test is composed of a pre-screening medical assessment for cardiac risk (Phase I) and physical fitness test (Phase II), both of which must be passed in order to be eligible for the Physical Fitness Incentive Pay (See Attachment D). The State agrees to use the same protocols used in administering the "Three Minute Test-Recovery" (i.e. Step Test) segment as used by the Department of Corrections.

1. The pre-screening medical assessment will be completed and evaluated prior to moving to Phase II of the test. It shall be on the employee's own time. Anyone failing the Medical Assessment shall be required to obtain a medical doctor's release on his or her own time and expense before proceeding with the physical fitness test.

Employees may substitute the pre-screening medical assessment described as Phase I with the medical examination and doctor's certification stating that the employee has no medical condition which restricts him or her from participating in Phase II of the examination. The medical examination shall be at the employee's own time and expense. If an employee is not measured for body fat at the time of the medical examination he/she will be measured for body fat as part of the physical fitness test. Body fat shall be considered measurement only and shall be made using U.S. Navy protocol and U.S. Navy body fat predictions.

2. The physical fitness test is voluntary and will not be conducted on State time and will consist of the following:

- a. Three-Minute Step Test-Recovery; and
- b. Flexibility Sit and Reach Test or Situps; and
- c. Vertical Jump Test; and
- d. Illinois Agility Run Test.

G. Any pre-conditioning in preparation for the above tests shall be the sole responsibility of each employee and shall not be on State time.

H. No list of applicants or the results of any PFIP testing shall be posted or disseminated to other than necessary personnel.

I. Participant's test results and test scheduling shall not be subject to Article 6 of the Unit 7 Contract.

### **13.5 Video Display Terminals**

A. This section shall apply to Unit 7 employees whose main function is the daily operation of a video display terminal (VDT) on a continuous basis (at least five hours per day).

B. In order to provide a safe and healthy workplace for Unit 7 employees specified in paragraph A. above and consistent with the availability of funds when the State orders new VDT equipment, the State agrees to order VDT equipment wherever possible in accordance with the recommendations made by the Joint Labor/Management Video Display Terminal Committee Report issued in August, 1986, and the guidelines issued by the Office of Information Technology. This includes but is not limited to:

1. Adjustable chairs with five-pronged stands;
2. Adjustable tables/desks;
3. Accessories such as footrests, wristrests or portable document holders.

C. The State shall provide instruction in the proper operation and adjustment of VDTs and VDT workstation equipment and CAUSE will encourage employees to properly use VDT equipment.

D. The State shall take action as it deems necessary to mitigate glare from the workplace: such as, rearrangement of the workstations to avoid glare on terminal screens from windows and ceiling luminaries, or providing anti-glare filters or screen hoods to reduce the glare from light sources.

E. Wherever possible the State shall attempt to maintain all VDT equipment in proper repair, state of cleanliness and working order in accordance with the manufacturer's recommendations.

### **13.6 Protective Clothing**

A. The Department of Consumer Affairs

1. The Department of Consumer Affairs will provide the following protective clothing:
  - a. Inspectors, Bureau of Home Furnishings - one pair of coveralls or a shop coat.
  - b. Program Representatives, Bureau of Automotive Repair - one pair of coveralls
  - c. Structural Pest Control Board Inspector - Two pair of coveralls
2. Protective clothing provided pursuant to this section is State owned property which will be maintained by the employee. Employees issued State provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing other than that incurred as the result of normal wear or through no fault of the employee.



## B. Department of Food and Agriculture

Protective clothing deemed appropriate and required by the Department of Food and Agriculture for the job will be furnished to Brand Inspectors, Livestock Inspectors, and Dairy Foods Specialists. Protective clothing provided pursuant to this section is State owned property which will be maintained by the employee. Employees issued State provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing due to substantial negligence. Protective clothing means particular colors or types of coveralls, lab coats, rubber boots, and rain wear which are required to be worn over or in place of regular clothing and is necessary to protect the employee's personal clothing from damage or stains which would be present in the normal performance of duties.

## C. State Lands Commission

1. The State Lands Commission will provide each employee in the classes of Marine Terminal Inspector and Marine Terminal Safety Specialists with the following:

- a. Rain gear (pants and jacket)
- b. Rain Boots
- c. All weather gloves

## D. California Highway Patrol

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

- a. Rain Jacket – one
- b. Rain Pants – one pair
- c. Rain Boots – one pair
- d. Rain Hat – one.

The type of rainwear shall be determined by the Department.

2. The Department shall provide adequate multiple changes of coveralls to each Motor Carrier Specialist I at no cost to the employee.

3. Protective clothing provided pursuant to this section is State-owned property. It shall be worn and maintained as the Department deems appropriate in the normal performance of the employee's duties. The employee shall wear the protective clothing in accordance with the instructions provided by the Department. Employees issued State-issue protective clothing shall be held responsible for loss of and/or damage to the protective clothing other than that incurred as the result of normal wear or through no fault of the employee.

## E. Department of Motor Vehicles, LREs

Licensing Registration Examiners whose normal work duties require outdoor work in inclement weather shall be provided, upon request, appropriate foul weather clothing and footwear, to be worn at the employee's discretion.

### **13.7 Protective Equipment - Livestock Inspector**

The Department of Food and Agriculture shall provide to Livestock Inspectors all protective equipment, materials and supplies deemed necessary and appropriate by the Department to enable the employees to perform assigned duties and responsibilities. Employees issued State-provided protective equipment, materials and supplies shall be responsible for loss of and/or damage to those items other than that incurred as the result of normal use, wear or through no fault of the employee.

## **ARTICLE 14 - CAREER DEVELOPMENT**

### **14.1 Education and Training**

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

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

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

B. When a Unit 7 employee attends a department approved career-related out-service training course(s), the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursement for tuition and other necessary expenses. Except as established by the department, reimbursement should be for up to 50% of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

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

D. Incomplete Assignment

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

## **14.2 Training - POST**

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

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

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

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

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

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

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

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

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

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

## **14.4 Training - CCC**

A. New employees shall receive a minimum of eighty (80) hours of orientation and Initial Entry Training which includes, but is not limited to:

1. Orientation to State service, and the job of the Conservationist.
2. Basic Safety and Vehicle Information.
3. Hand Tool Orientation and Usage.
4. Corpsmember Discipline and Grievance Procedures.
5. Basic Supervision of corpsmembers.

New employees shall receive the training within sixty (60) calendar days, but no later than six (6) months, from the date of hire.

B. New employees shall attend the Conservationist Leadership Academy in the second year after hire. The Conservationist Leadership Academy will be offered to Conservationists I who have not been afforded the opportunity to complete training as defined in (a).

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

D. Conservationist shall receive defensive driver training every four years, except when DMV driving records indicate a record of traffic violations and/or accidents, employees may be required to complete defensive driver training every two years.

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

F. Each Conservationist shall receive annual certified CPR training.

G. Conservationists who are assigned to supervise a Type II fire crew shall be provided at least sixty (60) hours of fire fighter training.

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

Emergency Medical Technician  
First Responder  
Fire Fighter Training  
HazMat Training  
Construction Technology

Youth Behavior Classes  
Adult Learner Courses  
Specialized Tools and Equipment  
Incident Command System Unit Leader  
Training for Trainers

#### **14.5 Training - Specialized**

##### **A. Emergency Medical Training**

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

## B. Fire Fighter Training

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

a. Basic Fire Fighter Skills - Approximately 60 hours

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

\*\* b. Live Fire Training - Approximately 20 hours

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

- (1). Structure Fires - Approx. 10 hours
- (2). Wildland Fires - Approx. 5 hours
- (3). Special Fires - Approx. 5 hours

\*\* c. Fire Fighter Safety - Approximately 8 hours

\*\* d. Radio Communications - Approximately 4 hours

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

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

- a. First Responder (Emergency Care of the Sick & injured) Department of Veterans Affairs only or, EMT (Emergency Medical Technician and recertification.)
- b. C.P.R. (Cardiopulmonary Resuscitation) and recertification.

c. Hazardous Materials First Responder Operational and annual refresher.

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

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

a. California State Fire Marshall approved certification tracts

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

c. Office of Emergency Services approved courses

d. National Fire Academy approved courses

e. Federal Emergency Management Agency approved courses

f. National Wildfire Coordinating Group approved courses

g. Other specific career fire related training

4. The parties recognize that course titles may vary or change and it is the intent of the parties that the above listed courses or their equivalents shall constitute the curriculum. The departments shall periodically advise Fire Fighters of course availability.

5. Requests for Fire Fighter training that are otherwise consistent with this provision will not be unreasonably or arbitrarily denied. It is the intent and desire of the parties that Fire Fighters be trained and certificated as expeditiously as operational needs permit.

6. The employer shall have discretion to determine which specific out-service courses within each category are authorized for attendance by a given Fire Fighter. Consideration shall include the fire service needs of the facility, when and where the course is scheduled to occur, the availability of funds designated for Fire Fighter training and the preference of the Fire Fighter. Upon a successful completion of a course authorized in advance, the employer shall reimburse the Fire Fighter for 100% of the cost for course-required books and tuition of job related courses, and 50% of the cost for course-required books and tuition of career related courses. For purposes of this section, job related courses are courses which provide useful job related knowledge, while career related courses are courses which are for career development. Further, the Fire Fighters may attend authorized courses without loss of compensation when otherwise scheduled for work.

7. The above curriculum is not intended to preclude Fire Fighters from requesting or the employer from requiring attendance at courses required for maintenance of special certificates or licenses that are required by the employer for the job of Fire Fighter.

C. For Unit 7 firefighter/security officers, the following shall be provided:

1. Penal Code 832 Level III minimum.
2. P.O.S.T. recognized chemical agent and refresher
3. Self Defense Training-minimum 8 hours annually
4. P.O.S.T. recognized baton and annual refresher
5. Quarterly Firearms Certification (Except DVA)
6. Other specific training or P.O.S.T. recognized courses as required by the department of by law.

D. Self Defense Training

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

E. Licensing Registration Examiner (LRE) Training

1. The department shall continue its practice of providing a minimum of 120 hours initial training to newly appointed LREs.
2. Licensing Registration Examiners who are required by the department to process vehicle registration or perform VIN verifications shall receive the appropriate training. Such training will be scheduled in accordance with operational needs.
3. It is further agreed that basic CPR and First Aid Training shall be made available to LREs who volunteer for such training. Training will be scheduled in accordance with operational needs.

#### **14.6 Field and Program Representative Training and Special Learning**

A. Each new Field or Program Representative employed by the Bureau of Automotive Repair or the Bureau of Electronics and Appliance Repair, whose duty it is to conduct regulatory inquiries and who has not received the below listed training, shall receive such training within one (1) year of hire:

1. Investigative Techniques for Regulatory Agencies
2. Technical Report Writing
3. Mediator Techniques

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

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.

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



## 14.8 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance should be held in private or in a location sufficiently removed from the hearing range of other persons. The Union recognizes that the circumstances of the situation and/or physical layout of the office may preclude privacy.

## 14.9 Lifeguard/State Park Ranger Cadet Training Program

A. The reporting location for new Cadets entering the Department will be the Department of Parks and Recreation Training Center. If the Department determines it necessary to change this reporting location, the Department shall notify CAUSE of the proposed change. CAUSE, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

B. Upon successful completion of the Basic Visitor Services Training course, employees will be assigned to a new work location based on class standing in the training course at the time of notification of the new work location, i.e., employees with the highest standing will have first choice of available work locations within their time base. Employees normally shall be notified of their new location 15 calendar days prior to the end of the training course. Employees will report to their new work location at their own expense. At the employee's request, an employee shall be allowed up to 15 calendar days without pay from the end of the training course until they are expected to report to their new work location for purposes of relocation. If it is determined by the Department that location assignment based on this point system does not meet the needs of the Department, locations assignment shall revert to the policy in effect as of January 1, 1986.

C. The class standings from the Basic Visitor Services Training course will be used in assignment as in section B. and for seniority tie break purposes for transfers between districts. Whenever members of the training class within a classification are tied for a seniority transfer, the individual higher on the class standing list shall be deemed to be the senior person for the purpose of breaking the tie. The class standing list shall be based on a training point system as follows:

### Training Point System

1.	ACADEMICS		600
	Tests/Exercises	=	500
	Field	=	75
	Problems/Scenarios		
	Report Writing	=	25
2.	PHYSICAL TRAINING		50
	P.T. Test	=	50
3.	DEFENSIVE TACTICS		50
	(Instructor Evaluation		
	Test)		

4.	FIREARMS (Instructor Evaluation Test)		50
5.	BEHAVIOR Point Bank - 15 Demerit Slips*		115
	@ 3 points each	= up to	45
	Leadership Points**	= up to	50
	Instructor Evaluation***	= up to	20
<hr/>			
	TOTAL POINTS	Up to	865

\* Participants given 15 slips at the beginning of program. Will lose a slip (3 points) for each unauthorized behavior (i.e., out of uniform, inappropriate classroom behavior, unexcused tardiness, etc.)

\*\* Leadership Points can be earned based on performance in the following areas:

Instructor Introductions

Squad Leader (points based on performance rating, i.e., needs improvement/standard/exceptional)

Exceptional leadership skills (as defined by instructors/staff)

\*\*\* Instructor Evaluation:

Points based on mid and final report of Performance for Probationary Employee (10 each)

D. Cadets shall be provided a copy of the point system and the rules and scoring in each category and an explanation of the point system upon assignment to the training center.

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

#### 14.10 Special Projects Fingerprint Program

The State employer agrees to reopen the subject of Special Projects for Criminal Identification Specialists in the Fingerprint Program as a topic for discussion in joint labor/management committee meetings.

#### 14.11 CIS Evaluation Standards

The State Employer agrees to include the subject of performance evaluation standards for Criminal Identification Specialists within the Fingerprint Program as a topic of discussion whenever the implementation, application or methodology of existing standards are proposed for change.

## **14.12 Interpretive and Resource Management Activities**

A. The State employer encourages Unit 7 employees to share their ideas with management regarding the interpretive and resource management activities of the Department of Parks and Recreation. These ideas should be submitted to management through the normal organizational chain of command.

B. The Department will provide by policy for time for development, preparation, and presentation of interpretive programs, for the use of volunteers, and for coordination of interpretive programming at the District level.

## **ARTICLE 15 - CLASSIFICATION**

### **15.1 Classification Proposals**

A. When the State desires to establish a new classification and assigns it to Bargaining Unit 7 or modifies an existing one that is in Bargaining Unit 7, the Department of Personnel Administration shall notify CAUSE in writing at least thirty (30) calendar days prior to requesting the State Personnel Board to adopt the classification proposal.

B. If CAUSE requests in writing within fifteen (15) calendar days of the notice, the Department of Personnel Administration shall meet with CAUSE to discuss the proposed class specification. If CAUSE does not respond to the classification notice, the classification proposal shall be deemed agreeable to CAUSE and be placed on the State Personnel Board's consent calendar.

C. The Department of Personnel Administration shall meet and confer, if requested in writing within seven (7) calendar days from the date State Personnel Board approved the classification change, regarding only the compensation provisions of the classification.

D. Neither the classification nor the salary shall be subject to the grievance and arbitration procedure in Article 6.

### **15.2 Out-of-Class Work**

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

B. Out-of-Class When Required in Writing

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

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

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

1. They are on training and development assignments, in apprenticeship or training classifications or performing duties different from the employee's regular duties because of an injury, illness or return to work program.
2. DPA approves a change in allocation standards and an employee claims that he/she was working in a higher classification prior to the effective date of the change in the standards.
3. The SPB establishes a new class which describes duties that were previously properly allocated to another class and an employee claims that he/she was working in a higher class prior to the effective date of the class establishment.
4. The current class specification permits the performance of such duties.
5. An employee requests accelerated movement in a deep class series (e.g., Staff Services Analyst Ranges A, B, C).

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

E. The State shall not rotate employee's in and out of acting assignments for the purposes of avoiding payment of an out-of-class differential.

F. It is not the State's intent to select employee's for out of class assignments based on favoritism.

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

### **15.3 POST STUDY-DEPARTMENT OF VETERANS' AFFAIRS**

The Department of Veterans' Affairs agrees to have during the term of this agreement a POST study conducted for the Firefighter/Security Officer classification.

### **15.4 Peace Officer/Firefighter (PO/FF) Study**

The State agrees to provide PO/FF membership to employees of this Union in classes that meet the criteria for peace officer status under the Penal Code. The request to study the feasibility of any such positions meeting the requirements, which is determined by the Commission on Peace Officer Standards and Training (POST), may be initiated by the Union or the appointing power. The State also agrees to support legislation that would add the classes, as determined by POST, to the Penal Code sections that define peace officers.

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

### **16.1 Transfer - Filling of Vacancies**

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

### **16.2 Voluntary Geographic Transfers**

A. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another geographic area which the employee deems to be more desirable. Geographic Transfer is defined as a transfer which reasonably requires an employee to change his/her residence. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:

1. Employees desiring to transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer applications shall be to permanent positions in the same department within his/her current classification.
2. An individual department may require an employee to have completed his/her probationary period in his/her classification with the equivalent of one (1) year of service at the journey level of the available position to be eligible for transfer under the provisions of this section.

a. If there is more than one (1) permanent employee with a transfer application to the same location on file, the department shall select the applicant with the most seniority. For positions requiring specific job related skills, the department shall select the most senior applicant with the requisite skill(s).

b. Except where otherwise provided in this agreement, seniority is defined as department service in the advertised classification.

4. Except where otherwise provided in this agreement, employees who accept a geographic transfer shall not be eligible for another geographic transfer for the equivalent of a one (1) year period. If an employee refuses to accept a transfer offer, he/she shall not be eligible to apply to transfer for the following three (3) month period. Acceptance of the geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the department.

5. Employees who are subject to corrective action such as, but not limited to, counseling, interim reporting or an adverse action of a reduction in salary or a suspension, are not eligible for geographic transfer without the approval of the department. Any transfer restriction shall end at the end of the adverse action, or thirty (30) days after the employee is subjected to any other form of corrective action if there are no additional incidents or occurrences.

### **16.3 Transfers - California Conservation Corps**

The current transfer policy as set out in Attachment E to this contract shall continue in the California Conservation Corps.

### **16.4 Transfers - Department of Justice**

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

##### **1. Preamble**

The Department of Justice (DOJ) and the California Union of Safety Employees (CAUSE) recognize the desirability of permitting a permanent, full-time Special Agent or Special Agent Supervisor to transfer within the Department and his/her classification to another geographic location, bureau, unit or its equivalent which the employee deems to be more desirable.

##### **2. Scope**

The provisions of this policy apply to the voluntary transfer of Special Agents and the Special Agent Supervisors between geographic locations, bureaus, units or their equivalent in compliance with all existing civil service laws, rules and Memoranda of Understanding.

##### **3. Purpose**

The purpose of this policy is to establish for Special Agents and Special Agent Supervisors the criteria and procedure for requesting a transfer between geographic locations, bureaus, units or their equivalent in the DOJ.

#### 4. Policy

The DOJ and CAUSE recognize that when a vacant position is to be filled, the needs of the DOJ must be given first priority. The DOJ retains the right to fill vacancies by any method mentioned in this policy, however, the needs of the DOJ and the desires of the members of CAUSE can both be met by using seniority as the primary criteria to fill vacancies.

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

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

#### 5. General Criteria

- a. Agents will be ineligible to transfer if they have received one (1) unacceptable rating or two (2) or more below standard ratings in the critical task categories for the Special Agent series until the deficiencies are corrected. Any personnel currently the subject of adverse action will also be ineligible to transfer.
- b. Extended off-duty status (4800 or sick leave) may be grounds for denial of a transfer request. The projected length of off-duty status and work load of the bureau or unit shall be considered. Final decisions shall rest with the receiving division chief or designee.
- c. Special Agents and Special Agent Supervisors who have voluntarily transferred under this policy shall not be eligible for another voluntary transfer for a minimum of twelve (12) months from the effective date shown on the Request for Personnel Action (RPA). A request for transfer (Form DOJ 1411) may be submitted up to ninety (90) days prior to completion of the required twelve (12) month period. Special Agents and Special Agent Supervisors who are new hires will not be eligible for voluntary transfer for a minimum of twenty-four (24) months from the date of their assignment. For purposes of determining when the clock starts for either the one (1) year or two (2) year minimum time in assignment before an individual is eligible for transfer, the effective date of the assignment is reflected on the RPA. The transferring individual may physically report to the new assignment before, on, or after the effective date based on an agreement between the two (2) involved Special Agents In Charge, Bureau Chief, or Senior Assistant Attorney General. Notification is a written directive from a Bureau Chief, a Senior Assistant Attorney General or above, notifying the individual that he/she will be expected to report on a specific date; that date will also be the effective

date of the RPA. Any details regarding specific transfer requests will be considered confidential until notification is made to the affected individual.

d. The period of time employees were assigned to the Bureau of Medical Fraud (BMCF) as investigators, prior to being reclassified in the Special Agent Series, shall be included in the calculation of seniority for the purpose of transfers within the BMCF. Employees who were in the Attorney General Investigator Series, and were reclassified into the Special Agent Series, will have a November 1, 1998, the State Personnel Board's action date for the reclassification, start date in the Special Agent Series to be used for the purposes of calculating seniority within the Special Agent Series outside of the BMCF.

## 6. Voluntary Transfers

a. Voluntary transfers between geographic locations, bureaus, units or their equivalent shall be by seniority unless specifically exempted by this policy.

b. A seniority list shall be established and maintained by the Department. This list shall establish seniority dates in grade, by date of hire and/or date of promotion. Transfer requests, unless exempted by this policy, shall be afforded to the Special Agent Supervisor with the greatest in grade seniority or to the Special Agent with the greatest total seniority in any Agent classification. When two (2) or more Special Agents or Special Agent Supervisors request the same transfer and have the same seniority, the tie shall be broken as follows:

(1). The Agent with greater seniority as an Agent with the Department shall have priority.

(2). If seniority is otherwise equal, the Agent with the earlier request date shall receive the transfer.

(3). Should two (2) Agents have equal seniority and identical request dates, the tie will be broken by a flip of the coin to be performed in the presence of a designee of the Department and a designee of the Special Agents Association.

c. Transfer requests shall be submitted on a form DOJ 1411 and may be submitted ninety (90) days prior to the completion of a Special Agent's or Special Agent Supervisor's probationary period. However, the Special Agent or Special Agent Supervisor shall not be eligible for transfer until completion of his/her probationary period, unless DOJ waives this requirement. (This section is controlling over General Criteria, Section 3 and shall be consistent with Voluntary Transfer Section 1).

d. Voluntary transfers are considered to be for the individual's benefit and shall be at his/her own expense.

e. Transfer requests shall be limited to a maximum of five (5) specific requests for transfer. Request for transfer is defined as location and unit including field office.



f. Special Agents/Special Agent Supervisors shall rank each request according to preference, on DOJ Forms 1411. The transfer will be made in accordance with paragraph 2, of the Voluntary Transfers Section of this document.

g. Voluntary transfer requests are valid and binding unless the employee has submitted a request for cancellation prior to the action commencing to fill the position. (See Cancellations).

## 7. Deadlines, Cancellations, and Amendments of DOJ Form 1411

### a. Deadlines - General

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

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

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

### b. Deadlines - Special Agents and Special Agent Supervisors

Special Agents in Charge will be notified by memorandum of the final date for receipt of DOJ Form 1411, Request for Transfer. Original requests, amendments and cancellations must be received in the Division of Law Enforcement, Mission Support Branch (DLE/MSB) by 1700 hours on the deadline date. Original requests, amendments or cancellations received in the DLE/MSB after the deadline date will be returned to the Special Agent In Charge. The Special Agent In Charge shall notify every agent under his command.

### c. Cancellations

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

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

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

d. Amendments

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

8. Transfers Filled by Methods Other Than Seniority

Management may fill Special Agent or Special Agent Supervisor positions other than by seniority by methods set forth in this policy. However, positions filled by methods other than seniority shall be announced for a period of no less than twenty-one (21) calendar days. Job announcements shall specify any special skills, special ability or special aptitude considerations for the position. All job announcements shall conform with Administrative Bulletin 87-41, Preparation of Department of Justice Job Announcement.

Special Agents and Special Agent Supervisors wishing to apply for announced positions may file a resume and other pertinent information requested by the bureau or unit announcing the vacancy, directed to a contact person specified on the job announcement. Applicants should pay special attention to the duties and desirable qualifications listed.

When a job is announced, and interest is expressed in that job, the appropriate bureau chief or unit chief shall hold an interview permitting the Agent to express his/her qualifications and reasons for appointment prior to decision by the Department. When more than ten (10) candidates apply for a position the bureau chief and/or unit chief will review the applications and interview the most qualified ten (10) candidates. After the appointment is made, the individual who conducted the interview shall be available to all unsuccessful candidates to discuss the rejected candidates relative qualifications.

When management is filling a position other than by seniority which requires special skills, abilities or aptitudes, such as, but not limited to, Task Force Commander, bilingual positions, pilots, legislative advocates, and positions at the Advanced Training Center, for which announcements and specification of required skills and abilities are required, management need not take into consideration seniority at any stage of the selection process.

Task Force assignments - for purposes of clarification, residential (non-commute) task forces are those task forces located forty-five (45) or more air miles from the regional office, and/or normal commute from the regional office to the task force is in excess of sixty (60) minutes. Residential task force assignment will be for a specific task force. Special Agents or Special Agent Supervisors wishing to apply for a Residential Task Force assignment shall apply as described in this section "Transfers Filled by Methods Other Than Seniority" above. Requests for a non-residential task force will not be accepted. Individuals desirous of an assignment to a specific non-residential task force will have to request transfer to the specific regional office. Management will retain the right to assign personnel to non-resident task forces within the regional office as appropriate.

## 9. Establishment of New Units

Whenever the Department establishes a new unit or experiences a major increase (exceeds 50%) in positions in an existing unit, seniority may not be considered when initially filling positions allocated to the Special Agent or Special Agent Supervisor level assigned to the new unit or existing unit. However, management shall adhere to the provisions of this policy as positions become vacant.

The DOJ agrees to notice CAUSE regarding the establishment of a new unit or major increase in positions in an existing unit. Upon request of CAUSE, the DOJ agrees to meet and discuss with CAUSE the method of filling vacancies created by new units or vacancies created by major increases in existing units.

## B. CRIMINALISTS AND SENIOR CRIMINALISTS

### 1. Scope

a. The provisions of this section apply to the voluntary transfer of Criminalists and Senior Criminalists (C and SC) at the Department of Justice (DOJ) between geographic locations, units or their equivalent in the Division of Law Enforcement. These voluntary transfers shall be in compliance with all existing civil service laws, rules, this Unit 7 Memorandum of Understanding and are considered to be for the individual's benefit and shall be at his/her own expense.

b. The DOJ has the right to fill vacant positions by using eligibility lists, voluntary transfers, involuntary transfers, reinstatements, reassignments, training and development assignments, and other approved methods. In addition, the DOJ may fill vacant positions for reasons such as, but not limited to, affirmative action, layoff, special skills, special abilities, special aptitudes or hardship based on the health and/or welfare of the employee or the employee's family. Absent these considerations seniority based transfers shall prevail.

c. The provisions of this section apply whenever DLE is authorized and intends to fill a vacant position in the C and SC classifications. Vacancies and new positions will be posted at all work sites.

### 2. Eligibility

a. In order to be eligible to transfer under this section, employees must have completed their probationary period. A request for transfer may be submitted up to ninety (90) days prior to completion of the probationary period. However, the C and SC shall not be eligible for transfer until completion of his/her probationary period. The prohibition to a voluntary transfer while on probation, may be waived by the division chief.

b. Employees who are subject to corrective action shall not be eligible for transfer until completion of said action. Subject to corrective action is defined as being the subject of an investigation or serving a specified period of corrective action. Prohibition to transfer under this policy solely because of an investigation shall be for no longer than a twelve (12)-month period.

c. C and SC who have previously voluntarily transferred under this section, shall not be eligible for another voluntary transfer for a minimum of 12 months from the effective date shown on the Request for Personnel Action (RPA) for the previous voluntary transfer. A request for transfer may be submitted up to ninety (90) days prior to completion of the required twelve (12)-month period.

### 3. Process

This section establishes for C and SC the criteria and procedure for requesting a voluntary transfer based on seniority between geographic locations, units or their equivalent in the DOJ.

a. The department shall establish and maintain a C and SC seniority transfer list in the form of a memorandum, hereafter to referred to as the list. This list shall establish, for the purposes of seniority based transfers, seniority dates in the classification (C and SC,) by date of hire and/or date of promotion and show the date of the employees' request was received and the desired location(s). Said list shall be displayed on the employee bulletin board at each work site where C and SC are employed. The department shall update and post the updated list on a quarterly basis unless there are no requests for inclusion or deletion since the last update.

b. To be placed on the list, an employee must submit to his/her bureau chief or designee a signed and dated request (bid) for transfer.

c. Bids may be submitted for inclusion on the list for the next quarter up until ten (10) days before the beginning of that quarter. Quarters begin the first day of the months of January, April, July, and October.

d. Bids submitted for the list will remain valid for two (2) years.

e. Employees may identify up-to two (2) desired locations for transfer, ranked according to preference.

f. Turning down three (3) consecutive transfers removes the employee from the list and the employee may not reapply for one year from the notification date to management that third transfer offer will not be accepted.

g. Employees who effect a voluntary transfer may not transfer again for a period of at least one (1) year.

#### h. Amendments and Removal

(1). An employee desiring to amend a bid for transfer already submitted, shall submit memorandum to the bureau chief or designee identifying the desired amendment according to the schedule in item 3 above.

(2). To be removed from the list, an employee must submit to his/her bureau chief or designee a signed and dated letter or memorandum requesting removal from the list.

i. Any errors in the list must be brought to the attention of DOJ within fifteen (15) calendar days after the seniority transfer list is received at the work site.

#### 4. Ties

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

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

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

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

b. When DOJ fills a vacant position using a seniority transfer, the most eligible bidder will be contacted by the Bureau Chief or designee and will have 48 hours after the job offer to accept or decline the offered position.

c. The senior eligible employee shall be given a minimum of thirty calendar days to report to the new position, unless waived by the employee.

#### 5. Transfers Filled by Methods Other than Seniority

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

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

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

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

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

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

##### b. Establishment of New Units

(1). Whenever the Department establishes a new unit or experiences a major increase (exceeds 50%) in positions in an existing unit, seniority need not be considered when initially filling positions allocated to the C and SC classifications assigned to the

new or existing unit. However, management shall adhere to the provisions of this section as positions become vacant.

(2). The DOJ agrees to notice CAUSE regarding the establishment of a new unit or major increase in positions in an existing unit. Upon request of CAUSE, the Department of Justice agrees to meet and discuss with CAUSE the method of filling vacancies created by new units or vacancies created by major increases in existing units.

## **16.5 Transfers - California Highway Patrol**

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

A. The parties recognize the desirability of permitting a permanent employee to transfer within the Department and classification to another geographic area which the employee deems to be more desirable.

1. COs may transfer among Communications Centers. Transfers for MCS Is are to Division Commands. SPTSCs may transfer to a designated CHP Area that has a position.

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

2. An employee desiring to transfer shall prepare two (2) copies of Request for Transfer (CHP 220) for submission to his/her Commander during the open filing periods - February and August. Transfer applications shall be to permanent positions within his/her classification.

3. The Department requires the employee to have completed his/her 12 month probationary period in his/her classification to be eligible for transfer under the provisions of this section. However, an employee may submit a request for voluntary transfer during an open filing period if his/her probationary period will be completed during the forthcoming closed filing period.

4. An eligible employee who wishes to submit transfer applications may do so once every six (6) months during the open filing period. The transfer application shall be limited to four (4) desired locations. An employee shall resubmit his/her transfer applications every six (6) months to keep the request active.

5. CHP 220s shall remain on file through the end of the open filing period. The current CHP 220s on file will continue to be utilized to fill vacancies until the close of the open filing period.

6. If there is more than one (1) employee with a transfer application to the same location on file, the employee with the greatest amount of Departmental service in the classification shall be offered the position.

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

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

7. For voluntary transfers that require specific job related skills, the position shall be offered to the employee with the greatest amount of Department service in the classification who bids for the position and has the requisite skills. Refer to General Order 10.6 (Field and Headquarters Assignments and Transfers Nonuniformed Employees.)

8. If there are no transfer requests on file, the vacant position is advertised. The most senior interested employee who responds before the cutoff date shall be selected for the position.

9. If there is no expressed interest by an incumbent to transfer to a vacant position, management shall adhere to the procedures in 10.3 (Personnel Transactions Manual), Chapter 2 (Appointments) in filling the position. In complying with Chapter 2, management of the hiring command shall make concerted efforts to develop a broadly diverse candidate pool from which the final selection will be made.

10. An employee who is on long term Military Leave in excess of six (6) months - 180 days, suspension, termination for medical reasons, termination of permanent or probationary employee by layoff, termination by displacement, and disability retirement, pregnancy leave, parental leave, unpaid leave, union leave, catastrophic leave may not file a request for transfer during his/her absence.

11. If an employee has filed a request to transfer prior to a leave or separation, he/she must be available to report within thirty (30) days of contact or waive his/her right to the position.

12. Voluntary transfers are valid and binding unless a request for cancellation is received prior to action commencing to fill a position. When an "All Concerned" memorandum has been sent stating the commitment to hire, the transfer is valid and binding. If an employee waives an offer to transfer to a desired location as stated on the CHP 220, that location is no longer an option during the current six (6) month period.

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

1. The LTA shall not take precedent over the seniority transfer process.



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

#### C. Hardship Transfer

When a hardship transfer is requested for reasons of health of the employee or the employee's family or for reasons other than health, the employee shall comply with criteria established by the Department as set forth in General Order 10.7 (Field and Headquarters Assignments and Transfers-Uniformed Employees. Denial of a hardship transfer is not grievable nor arbitrable.

D. Consistent with Departmental policy in General Order 10.6, satisfactory employee performance during the past twelve (12) months shall be considered for all transfers. Unsatisfactory performance may be cause for denial of a transfer request, i.e., interim reporting, pending adverse action.

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

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

### **16.7 Transfers - Department of Fish and Game**

A. Eligible employees in the classifications of Fish and Game Warden, Fish and Game Patrol Lieutenant (Specialist), Warden Pilot Fish and Game, and Lieutenant Fish and Game Petrol Boat, wishing to transfer to a different geographical location within their current classification may submit in a form approved by the Conservation Education and Enforcement Branch (CEEB) to the appropriate Regional Patrol Chief in response to the vacancies in the Department's Job Opportunity Bulletin (JOB). In addition to the JOB, the CEEB will establish a twenty-four (24)-hour recorded message advertising available positions.

B. In accordance with Section 16.1 (a) of the Unit 7 contract, DFG maintains the right to fill positions for reasons other than seniority, whether or not there is an eligible employee for the position. If a decision is made to fill a position for reasons other than seniority, CAUSE or its designee will be notified.

C. When DFG chooses to fill a vacant position using a seniority transfer, the most senior eligible bidder will be contacted by the appropriate Regional Patrol Chief or designee and offered the position. Bids submitted for a seniority list will remain valid until the position is filled.

D. The senior eligible bidder will have forty-eight (48) hours after the job offer to make a decision to accept or decline the position.

E. Employees who are subject to corrective action may not be eligible for transfer, except pursuant to 16.2 (5) of this MOU.

F. Employees in the above classifications must have completed the probationary period in their class with one (1) year of service at the journey level to be eligible for voluntary transfer. Those who do not have the required time in grade will be considered ineligible.

G. When a position requiring special skills to be filled using seniority, the most senior bidder who possesses the requisite skills will be selected.

H. The senior eligible bidder will be given a minimum of thirty (30) calendar days to report to the new position unless waived by the bidder.

I. If two or more employees in the class of the vacancy apply for the position, the employee with the greatest seniority in the class will normally be selected. If a computation of this seniority results in a tie, the following provisions will be applied:

1. For employees appointed prior to January 1, 1989 total department seniority (including that gained during seasonal employment) will next be considered. If that does not break the tie, total State service will next be considered.

2. For employees hired on or after January 1, 1989, badges will be issued in consecutive order based on seniority. Fish and Game Wardens graduating from the P.O.S.T. Basic Academy will be issued consecutive badge numbers based upon their overall class standing. When seniority is used to fill a vacant position, the tie shall be granted to the employee with the lowest badge number. If a warden hired on or after January 1, 1989 has a non-qualifying pay period, his/her badge/seniority will be adjusted accordingly.

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

A. The Department of Alcoholic Beverage Control and CAUSE recognize the desirability of permitting a permanent employee to transfer within his/her classification within the Department to another area which the employee deems more desirable. In recognition of this, the Department will give consideration to voluntary geographic transfer requests prior to filling vacancies via the means outlined in Section 16.1.

B. Geographic transfer is defined as a transfer which reasonably requires an employee to change his/her residence. Each employee requesting a geographic transfer shall apply in accordance with the following procedures:

1. Employees desiring to geographically transfer shall apply in writing to the Director or designee in a manner prescribed by the Department.

2. Such transfer application shall be to a vacant investigator position.

3. Employees must have completed their initial probationary period in the Investigator series followed by the equivalent of one (1) additional year to be eligible to submit a geographic transfer request.
4. Employees who are the subject of an internal affairs investigation; on formal interim reporting; or, are serving an adverse action are not eligible for geographic transfer.
5. An employee's geographic transfer request shall be limited to not more than three (3) locations.
6. The Department agrees to establish a single voluntary geographic transfer list which includes Investigator Trainee, ABC; Investigator I, ABC; and Investigator II, ABC and is based upon Departmental seniority.
7. Employees offered a geographic transfer will be provided not more than seventy-two (72) hours to accept or reject the offer. Once accepted, the employee must request Department approval to rescind such a request.
8. Voluntary geographic transfers are considered to be for the employee's benefit and shall be at the employee's own expense.
9. Employees who accept a geographic transfer shall not be eligible for another geographic transfer for a period of twenty-four (24) months.

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

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

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

Notwithstanding the above, positions advertised that have no eligible applicants may be offered to Graduates of the next Cadet class. Three (3) months prior to the completion of each Cadet academy class, CAUSE and the Department shall meet to discuss which available positions will be offered to the Cadets.

### **B. Voluntary Geographic Transfer**

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

1. Employees desiring to transfer shall apply in writing to the Department as prescribed by the department. Such transfer applications shall be to permanent positions in the department within his/her current classification.

2. A full-time employee must have completed the probationary period in his/her classification and have the equivalent of two (2) years of service in his/her current District at the journey level of the available position to be eligible for transfer from his/her initial position under the provisions of this section. For subsequent transfers, a full-time employee must have completed the equivalent of one (1) year of service in his/her current District at the journey level of the available position.

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

3. Employees who are subject to corrective action such as, but not limited to, counseling, interim reporting or adverse action, may not be eligible for geographic transfer.

4. Except during budgetary constraints, permanent intermittent employees will be eligible to apply for voluntary geographic transfer to full-time positions within their classification if they meet all of the above criteria and either have (a) at least two (2) calendar years and 1920 hours of service, both of which must be in the classification or one that is substantially at or above the salary level of that classification or (b) previously held a permanent or probationary full-time position in the class to which the transfer is desired.

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

a. Seniority for State Park Ranger Is shall be defined as badged time in the classifications of State Park Ranger I, State Park Ranger Trainee, State Park Technician, State Park Ranger I (Intermittent) and time in a limited term appointment in the class of State Park Ranger II. In addition, an employee who has changed classification from Lifeguard to State Park Ranger I shall receive credit for seniority earned as a Lifeguard towards seniority as a Ranger I only after passing probation in the Ranger I classification.

b. Seniority for the classification of Lifeguard shall be defined as time in the permanent class and time in a limited term appointment in the class of Lifeguard Supervisor I. In addition, an employee who has changed classification from State Park Ranger I to Lifeguard shall receive credit for seniority earned as a State Park Ranger I towards seniority as a Lifeguard only after passing probation in the Lifeguard classification.

Applicants must be available for contact for offering of the position after one week after the final filing date. The senior candidate will have forty-eight (48) hours from the time and date of the offer to accept the position. If not accepted during that time, the next senior candidate will be offered the position. If an employee refuses to accept a transfer offer, he/she shall not be eligible to apply to transfer for the following three (3) month period. Each employee who accepts a geographic transfer and subsequently declines the position shall not be eligible for another transfer for the equivalent of a one (1) year period. Acceptance of a geographic transfer may be rescinded upon the request of an employee contingent upon the approval of the department.

#### C. Reassignment

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

#### D. Time Base Change

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

### **16.10 Involuntary Transfers**

A. A department head or designee may transfer any employee under his/her jurisdictions:

1. to another position in the same class; or
2. to another position in a different class designated as appropriate by the State Personnel Board; or
3. any employee from one location to another whether in the same position, or in a different position as specified above in (1) or (2).

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

B. When there are two (2) or more employees in a class and an involuntary transfer is required to a position in the same class, or an appropriate class as designated by the department, in a location which reasonably requires an employee to change his/her place of residence, the department may determine the methods by which employees in the class or classes involved are to be selected for transfer. Such methods may include seniority and other considerations.

C. When an involuntary transfer reasonably requiring a change in residence is being considered by the department head or designee, he/she may consider allowing the affected employee to voluntarily demote to a vacant position for which the employee is qualified pursuant to applicable laws and rules.

D. An employee being involuntarily transferred may resign from State service and his/her reinstatement rights shall be pursuant to applicable laws and rules.

### **16.11 Appeal of Involuntary Transfer**

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.

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

C. An employee shall not be required to physically change his/her residence as a condition of appealing the involuntary transfer. An employee has the option of remaining at the residence while appealing the transfer, and then making the move if the appeal is denied. However, the employee shall report to work as required or directed. Any provisions or statutes governing reimbursement of costs for the move are still applicable.

D. In order to expedite the appeal under this section (A) the employee may initially file a grievance at the third level of the grievance and arbitration process.

## **ARTICLE 17 - LAYOFF**

### **17.1 Layoff and Reemployment**

#### **A. Application**

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

#### **B. Order of Layoff**

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

### C. Notice

Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify the Union no later than thirty (30) calendar days prior to the actual date of layoff.

### D. Transfer or Demotion in Lieu of Layoff

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

### E. Reemployment

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

### F. State Service Credit for Layoff Purposes

In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code section 19997.14. The hearing officer's decision shall be final and upon its issuance the Department of Personnel Administration (DPA) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

## **ARTICLE 18 - MISCELLANEOUS**

### **18.1 Grooming Standards**

#### A. California Highway Patrol

Employees are expected to wear attire and present an appearance appropriate for the duties of their position and consistent with the professional image of the Department as set forth in HPM 73.5 (Uniform/Grooming and Equipment Standards), Chapter 7 (Nonuniformed Employee Dress and Grooming Standards).

B. Department of Parks and Recreation

Departmental grooming standards shall apply to all uniformed employees, including seasonal employees.

C. Department of Motor Vehicles, LREs.

Employees performing drive tests shall be allowed to wear walking shorts.

## 18.2 Residency Policy - Department of Fish and Game

A. Officers whose permanent residence is within fifteen (15) air miles of the U.S. Post Office designated as the headquarters for their assigned district will, upon approval of the Regional Patrol Chief, be issued a home storage permit and provided with a State telephone.

B. Officers who elect to reside outside their designated area will not be issued a home storage permit nor provided with a State telephone and will not be authorized to conduct state business in their homes without permission. In those cases, the officers will be required to park their assigned State vehicle at a location designated by their supervisor and commute on their own time from their home to their assigned office and/or vehicle's location. Exceptions may be made if the Chief of Patrol determines it is the best interest of the State.

C. Incumbent officers who have been authorized to reside outside their designated area shall not be required to relocate nor will their home storage permit and State telephone be canceled as a result of this policy. However, any officer hired on or after the effective date of this policy will be required to comply with this policy; this will also apply to current officers who either choose to relocate their permanent residence or transfer to another position on or after the effective date of this policy.

D. Each officer will be required to provide a home telephone number where they can be reached by the Department.

## 18.3 Vehicles

A. Vehicle Replacement and Safety

1. The State employer and CAUSE agree that the following provisions shall apply to the replacement of vehicles operated by members of Bargaining Unit 7:

A State-owned vehicle may be disposed of or replaced at any time that it is determined by the State that it would be economical to do so, regardless of age or mileage. An evaluation may be made by a General Services Automotive Inspector at the time of periodic inspection or whenever repairs are necessary to determine whether a vehicle should be disposed of or can be economically continued in service. Unless exempted by the Department of General Services, the decision whether to retain or dispose of any vehicle shall be based on a report of inspection by an Inspector. The report shall take into account all of the following:



- a. Current mechanical condition
- b. Previous maintenance and repair records
- c. Extent of needed repairs and availability of parts and life expectancy of vehicle after repair
- d. Current sale value
- e. Cost of replacement unit and accessories (radios, etc.)

2. If an employee feels he/she has been assigned an unsafe vehicle, he/she should bring it to his/her supervisor's immediate attention. The supervisor shall inspect the vehicle and if the supervisor believes the vehicle is unsafe, the supervisor shall attempt to obtain another vehicle for the employee. If the supervisor believes the vehicle is safe, but the employee continues to believe the vehicle is unsafe, the employee may pursue his/her complaint/grievance through the Health and Safety Grievance Procedure of this contract. However, if the complaint involves any other conditions the employee may pursue his/her complaint to a designated supervisor or manager identified by each appointing authority as second level of review. The second level of review will respond to the vehicle safety complaint/grievance within twenty-four (24) hours. If the employee is not satisfied with the decision rendered at the second level, the employee may pursue his/her vehicle safety complaint with the Director of the Department. The Director's decision constitutes the final level of review regarding all issues except the safety of a vehicle.

#### B. Undercover Vehicles

1. Each department which employs field investigators in an undercover capacity may review its policies on the availability and assignment of such vehicles on an annual basis. Those departments which elect not to conduct an annual review shall continue to operate under the policies established during the previous review. The purpose of this review shall be to establish vehicle policies which most effectively meet with operational needs of the investigative unit within applicable financial constraints.
2. As part of each such department's reviews, particular attention will be given to vehicle home storage permits for investigative personnel, taking into account past practice, mileage usage, worksite, residence - field assignments patterns, unscheduled overtime or extended work hour patterns, call out potential, and financial considerations.
3. State vehicle assignments for new employees or for changes in assignments or work status shall be determined pursuant to paragraph B. (2).
4. It is understood and agreed that vehicles will stay with the assignment though personnel may change.
5. Home storage permits which are officially sanctioned following the review, and home storage permits sanctioned thereafter, shall remain in effect for the period of the Contract.

6. It is understood and agreed that departments will conduct the above described reviews in good faith, and will not utilize the review in order to avoid obligations under this provision, without good faith consideration of the criteria in paragraph B.(2).

#### C. Vehicle Equipment

1. All motor vehicles which are owned and maintained by departments other than General Services or vehicles that are assigned monthly to departments from the Department of General Services and utilized by Unit 7 peace officers and field investigator personnel shall be equipped with first aid kits and emergency flares.

2. State garages housing pool vehicles assigned and maintained by General Services shall make available for use by Unit 7 peace officers and field investigator personnel, on request, first aid kits and emergency flares. These kits and flares shall be returned to General Services when the motor vehicle is checked in.

#### D. Vehicles - Department of Justice

It is understood that no condition of this Contract relating to home storage permits prohibits the Department of Justice from exercising discretion in issuance, renewal, suspension or revocation of the home storage permit of any employee for cause.

Annual review for renewal of home storage permits by the Department of Justice management for Special Agents and Special Agent Supervisors who do not have a home telephone or whose commute mileage exceeds the limitations set by the Department of Justice will result in denial.

#### E. Vehicles – Department of Corporations

Department of Corporations agrees subject to the availability of funds, to either purchase or lease vehicles for the investigators, Department of Corporations. Consistent with State policy, the department will consider issuing home storage permits.

### 18.4 Drive Tests

A Licensing Registration Examiner shall not be required to administer a drive test in a passenger or commercial vehicle that poses a health and safety risk to either the examiner or to the applicant. Examples that pose health and safety risks include but are not limited to:

A. The passenger vehicle has one or more bald tires, or if the commercial vehicle has one (1) or more bald steering tires, or two (2) bald tires side by side.

B. The vehicle has an improperly functioning horn or the horn does not work.

C. A passenger door does not open or close and latch properly from the inside or outside of the vehicle.

D. A glove compartment door is hanging in such a position as to cause an injury in the event of a sudden stop.

- E. The vehicle contains explosives or hazardous material or waste.
- F. The vehicle does not have a fixed passenger seat for the examiner.
- G. The vehicle is not equipped with properly operating seat belts as required by law.
- H. The emergency/parking brake handle or pedal does not set and release.
- I. The windshield wipers are not in proper working order if at the time of the drive test the weather conditions require their use.

### **18.5 Joint Labor/Management Committee**

- A. The State employer and CAUSE agree to the continuation of a Joint Labor/Management Committee for each department represented in Unit 7.
- B. The purpose of the department committee is to meet upon mutual agreement to study specific department issues as enumerated in the Contract as well as other items of mutual concern. The committee shall normally include two (2) employee members from CAUSE and an equal number from the State. Participation can be altered by mutual agreement. Employee representatives should be representative of the classification and/or job task to be discussed. The committee will make non-binding recommendations to the State employer or designee.
- C. Participation on the committee shall be subject to the operating needs of the department and without loss of compensation. CAUSE and the State by mutual agreement can, in those departments with less than a substantial number of employees, modify the committee representation.

### **18.6 Criminalist Environmental Study**

- A. The State employer agrees to continue joint labor/management meetings to consider the environmental and industrial safety concerns of the Criminalists of the Department of Justice. Such meetings to be held at least once per quarter.
- B. The State agrees to adopt appropriate study recommendations and to implement corrective actions where feasible. The State and CAUSE agree to support any necessary legislation.

### **18.7 Seasonal Lifeguard Employment**

- A. The State Employer agrees to consider service credits as one means of recalling seasonal lifeguards. Other considerations for seasonal lifeguard recall shall be annual performance test, evaluations, on-the-job performance, employee availability, and desire to be recalled.
- B. The Department of Parks and Recreation may hire employees in seasonal lifeguard classifications on Actual Time Worked (ATW) basis. The Department and CAUSE will meet to attempt to resolve the issues involved in appointment on an ATW basis.

## 18.8 Nepotism

A. No employee shall use his/her personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations referenced above are either:

1. Working in a small unit or close quarters in association with one another; or
2. Working for the same supervisor; or
3. Having a direct or indirect supervisor/subordinate relationship.

B. Personal relationships include, but are not limited to, associations with individuals by blood, adoption, marriage, and/or cohabitation; e.g., husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and two people living together outside of marriage.

C. The parties recognize that there are many situations in State service where two (2) individuals who have a personal relationship may appropriately be allowed to work in the same program, activity, or location without adverse impact. However, in circumstances where the work of the unit or its employees, or the safety and morale of the employees in the unit, or the fair and impartial supervision and evaluation of employees is demonstrably adversely affected by a personal relationship, the affected employees may be accommodated by the reassignments of one or the other to the next available vacancy in his/her classification.

D. Alleged violations of this Section shall be grievable to the third level.

E. The CHP agrees to abide by the Nepotism Policy as set out in its nepotism policy statement dated June 30, 1994 and made a side letter to this contract.

## 18.9 Timely Payment of Wages

A. When a permanent full-time or permanent part-time employee does not receive a pay warrant on the normally scheduled payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount approximating the actual net pay (gross salary less deductions) in accordance with departmental policy.
2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than 80% 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.

B. It will be the responsibility of the employee to ensure voluntary deductions (e.g. credit union deductions, or union dues) are paid.

- C. This provision does not apply to those employees who have direct deposit.
- D. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.
- E. Overtime pay warrants shall be made available to the employee within a reasonable period of time following submission and approval of all required employee payroll documents.

## **18.10 Child Care**

A. It is the policy of the State employer to encourage the development of additional child care services for dependent children of State employees. In order to accomplish this, the State agrees to establish programs and provide financial assistance within budgetary constraints to aid in the development of child care centers.

### **1. State Labor-Management Child Care Committee**

a. The State agrees to establish a State Labor-Management Child Care Committee. The Committee shall be comprised of an equal number of labor and management representatives. CAUSE shall have one (1) representative and he/she shall serve without loss of compensation. The Committee chairperson shall be designated by the Department of Personnel Administration.

b. The purpose of the State Labor-Management Child Care Committee is to encourage State employees to form non-profit corporations to provide child care services for dependent children of State employees, to make decisions on what to recommend to the Department of Personnel Administration, including which non-profit corporation(s) or child care providers should receive child care funds if available from the State employer.

c. The DPA will provide the necessary staff support to the State Labor-Management Child Care Committee.

2. All State employee child care centers must be licensed in accordance with State laws and regulations.

3. All contracts shall be between the State of California (DPA) and each Child Care Non-Profit Corporation or child care provider.

4. The State may provide the use of State facilities for child care centers which may include a rental/lease agreement.

5. Upon receipt of a Letter of Intent from a group of State employees, the State agrees to assess and analyze the child care needs of the State employees at that worksite.

B. A principal organizer of the employee group who submits a Letter of Intent to the Child Care Committee may be allowed reasonable time off during working hours without loss of compensation for the purpose of establishing child care services for the employees at that worksite. Release time for this purpose is subject to prior notification and approval by the employee's immediate supervisor as well as the operational needs of the department. Where necessary, additional persons may be granted reasonable release time with concurrence of DPA.

### **18.11 Uniforms – State Park Peace Officers**

The Department of Parks and Recreation agrees to establish a Peace Officer Uniform Committee with a composition of three (3) management or supervisory peace officer representatives and three (3) rank and file peace officer representatives. This committee shall make recommendations to the department on changes to the peace officer uniforms.

### **18.12 Paychecks for Hospital Police Officers – DMH**

The Department of Mental Health agrees to have the pay checks for the day shift Hospital Police Officers available for pickup on payday. The checks will be made available one-half hour before the end of the day shift and up to one-half after the end of the day shift.

### **18.13 Drug and Alcohol Testing Agreement**

The Drug and Alcohol testing agreement as signed between CAUSE and the Department of Personnel Administration on November 20, 1995 is adopted and made part of this contract by its inclusion as Attachment F to this contract.

### **18.14 Legal Service Plan**

The State agrees to extend the State's legal service plan to all Unit 7 employees.

### **18.15 Administrative Procedures Act**

CAUSE agrees to support legislation as follows:

Government Code Section 19817.10

A. This article shall apply only to employees in State employee Bargaining Unit 7.

B. The Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340 of Part 1 of Division 3) shall not apply to any agreements, orders, standards of general application, or any other directives or guidance entered into or issued by the department concerning matters that are within the scope of collective bargaining as defined by Section 3516. This section shall not in any way diminish the State's obligation to meet and confer with recognized employee organizations regarding matters within the scope of bargaining as defined by Section 3516.

C. If the provisions of this section are in conflict with the provisions of a Memorandum of Understanding reached pursuant to Section 3517.5, the Memorandum of Understanding shall be controlling without further legislative action, except that if such provisions of a Memorandum of Understanding require the expenditure of funds, the provisions shall not be effective unless approved by the Legislature in the Annual Budget Act.

### **18.16 Canine Handlers – DOJ**

CAUSE and the State agree to rollover the March 4, 1997 Canine Handler’s Agreement, Attachment G.

## **ARTICLE 19 - COMPENSATION**

### **19.1 Salaries**

A. Effective July 1, 1999, all Unit 7 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

B. Effective September 1, 2000, all Unit 7 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

### **19.2 Special Salary Adjustments**

Effective July 1, 1999, the following classes shall receive a special salary adjustment indicated below. The new minimum and maximum salary rates shall be calculated by adding the indicated percentage respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the classes shall be entitled to the indicated percentage increase. The increase shall be calculated by adding the indicated percentage and rounding to the nearest dollar. Employees shall retain their anniversary date.

BR70	0983	State Park Ranger	5.0%
BR72	0984	State Park Ranger - Intermittent	5.0%
BR78	1915	State Park Ranger – Cadet	5.0%
BS40	0992	Lifeguard	5.0%
BS42	1916	State Park Cadet (Lifeguard)	5.0%
CR70	1663	Communications Operator II, CHP	2.5%
CR75	1664	Communications Operator I, CHP	2.5%
CR90	1670	Communications Operator , Resources	2.5%
VB40	8410	Warden Pilot Fish & Game	5.0%
VB70	8416	Lieutenant Fish and Game Patrol Boat	5.0%
VB80	8005	F&G Patrol, Lieutenant (Specialist)	5.0%
VB90	8421	Fish and Game Warden	5.0%
VB93	8485	Fish and Game Warden Cadet (Female)	5.0%

VB94	8486	Fish and Game Warden Cadet (Male)	5.0%
VG15	8514	Special Agent Trainee	5.0%

### 19.3 Salary – Department Of Justice

Effective July 1, 1999, the following classes shall have the maximum of the salary ranges increased by 2.5 percent (2.5%). The new maximum salary rate shall be calculated by multiplying the current maximum rate by 1.025 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. Only those employees at the old maximum rate for twelve (12) qualifying pay periods or more shall move to the new maximum rate. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall retain their salary and shall receive a new salary anniversary date based on a qualifying service. (Qualifying service towards the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682.1 (b) and 599.687.1) All other employees in the class shall retain their salary and salary anniversary date.

VF20	8478	Senior Criminalist
VF30	8466	Criminalist
VG25	8482	Special Agent, Department of Justice
VG45	8524	Special Agent Supervisor, Department of Justice

### 19.4 Salary Definitions

For the purpose of salary actions affecting employees assigned to Bargaining Unit 7, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.
- B. "Step" is a 5% differential above or below a salary rate, rounded to the nearest dollar.
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two salary ranges of the pay plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than 10% higher or lower than the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least 10% higher than the maximum salary rate of another salary range.



G. "Lower salary range" is a salary range with the maximum salary rate at least two steps lower than the maximum salary rate of another salary range. Under paragraph B., one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,300 X 1.05 = \$2,415, one step higher; \$2,415 / 1.05 = \$2,300, one step lower).

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

### **19.5 Merit Salary Adjustment**

Employees shall receive annual Merit Salary Adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules. A denial of a MSA may be appealed to the third step of Article 6 as the final level of review.

### **19.6 Payroll System**

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and union representatives. The union may have one representative who shall serve without loss of compensation.

### **19.7 Arduous Pay Differential**

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

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

#### **A. Nonnegotiable Deadline or Extreme Urgency**

The work must have a deadline or completion date that cannot be controlled by the employee or his/her 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 work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

**B. Work Exceeds Normal Work Hours and Normal Productivity**

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

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

**C. Work is Unavoidable**

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

**D. Work Involves Extremely Heavy Workload**

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 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 Department of Personnel Administration, and DPA decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

## **19.8 Bilingual Premium**

A. The employer agrees to compensate Unit 7 employees at the rate of one hundred (\$100) per month for bilingual skills used in accordance with DPA rules.

B. The Department of California Highway Patrol proposes inclusion of the Motor Carrier Specialist I Classification into Side Letter 4 which is currently applicable only to Communications Operator I/II, California Highway Patrol. The Motor Carrier Specialist Is shall be governed by the eligibility criteria set forth as follows:

A Motor Carrier Specialist I certified bilingual who is assigned to a Division Motor Carrier Safety Unit with a demonstrated need as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a \$100 per month bilingual pay differential.

The bilingual premium is not authorized upon transfer to a Division that is not designated as one requiring bilingual skills within its field commands. Motor Carrier Specialist Is will not be eligible to receive the bilingual premium if the Division loses its designated position(s) status.

An employee will be eligible to receive the bilingual differential payment beginning on the pay period following the date the Department (Personnel Services Section), and not the originating command, approves the pay request (Bilingual Pay Authorization [STD 300-897]).

Notwithstanding any other provision within this agreement, a Motor Carrier Specialist I who is certified and receiving the bilingual premium may be scheduled for shifts and days off and assigned to geographic locations to meet the operational needs of the motor carrier safety unit to which he/she is assigned.

If a certified Communications Operator or Motor Carrier Specialist I is unwilling to utilize his/her fluency skills in a conversational, interpretational, transitional setting or closely related activities performed directly in conjunction with the specific bilingual transactions, he/she is no longer eligible for the differential, and the bilingual pay will be discontinued.

## **19.9 Commercial Drivers License Differential**

A. Licensing Registration Examiners who are trained and certified by the Department to test applicants for a Commercial Drivers License (CDL) shall be eligible for a differential of \$85.00 per pay period, provided the following criteria are met:

1. Be designated by management as a CDL examiner for a specific work location.
2. Spend an average of 25% of time while on duty conducting CDL drive tests (approximately 300 per fiscal year). The percentage of time must be certified by management annually.

Such pay differential shall be subject to all normal state and federal deductions and retirement contributions.

Disputes involving CDL skill pay shall be grievable to the third step of the grievance procedure as the final level of review.

B. A CDL relief examiner shall be compensated at the daily rate of \$4.25 for each day he/she is assigned to relieve a CDL examiner. The total differential paid shall not exceed \$85.00 for any one pay period.

To be eligible the following criteria must be met:

1. Be trained and designated as a CDL relief examiner.
2. Spend an average of 25% of the time while on duty conducting CDL drive tests.

CDL differential shall be subject to all normal state and federal deductions and retirement contributions.

Disputes involving CDL differential pay shall be grievable to the third step as the final level of review, pursuant to the Side Letter between the State of California and CAUSE regarding the Commercial Drivers License Differential dated March 3, 1989.

### **19.10 Communications Operator-In-Charge (COIC) Differential**

A. Communications Operator II assigned to the Los Angeles, Golden Gate, Orange, Inland Border and Sacramento Communication Centers who are selected to perform the duties of a COIC six (6) hours or more during a shift shall receive a \$6.50 COIC differential.

B. The department shall establish the selection and training criteria for the implementation of this program.

C. Notwithstanding any provision in this agreement, the provisions of this section shall be grievable up to step 3 of the grievance procedure.

D. Any Communications Operator II who desires not to be considered as a COIC may submit a memorandum to his/her commander expressing this desire. Management will honor the employee's request not to perform COIC duties until such time as the memorandum is withdrawn.

### **19.11 Diving Pay**

Incumbents in classifications eligible to receive diving pay shall receive the differential at the rate of nine dollars (\$9.00) per diving hour. Upon departmental approval, new classes may be added to the eligible list and employees meeting the diving pay criteria will be so compensated.

### **19.12 Employee Recognition and Morale Program – Franchise Tax Board**

A. The Franchise Tax Board agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or group of employees for outstanding contributions on the job. All Bargaining Unit 7 employees are eligible for recognition under the program.

B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed \$50 per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.

C. The Director, Franchise Tax Board, or designee will develop the criteria for granting recognition.

D. This section is not subject to Article 6 of this contract.

### **19.13 Differential - Executive Protection Bureau (California State Police)**

A. Any State Police Officer (Schem. Code VC32) assigned to the Executive Protection Bureau of the Department of General Services in which the planning and execution of difficult special security and police assignments is his/her primary assignment, and occupies at least fifty percent (50%) of his/her time shall receive a monthly salary differential of \$300 while so assigned.

This differential shall be included both for retirement and overtime purposes.

B. Any Sergeant, California State Police (Specialist) (Schem. Code VC30) assigned to the Executive Protection Bureau of the Department of General Services in which the planning and execution of difficult security and police assignment is his/her primary assignment and occupies at least fifty percent (50%) of his/her time shall receive a monthly salary differential of one hundred seventy dollars (\$170) while so assigned.

This differential shall be included both for retirement and overtime purposes.

#### **19.14 Differential - Fire Fighter Lead Person Assignments**

##### **A. Differential - Departments of Developmental Services and Mental Health**

1. When a Fire Chief is off duty and a Fire Fighter is assigned to work in a lead capacity with immediate responsibility for fire or emergency services, he/she will be paid one dollar (\$1.00) per hour pay differential for all hours so assigned. Only those Firefighters/Security Officers who have a minimum of three (3) years of service as a fire fighter or the written approval of the fire chief are eligible for lead assignments.
2. A Fire Chief shall be considered off duty at all times other than:
  - (a). His/her scheduled forty (40) duty hours per week (excluding holidays, vacation, or sick time), and/or
  - (b). When he/she is called out to supervise a fire scene or other incident within the jurisdiction of the fire department.

##### **B. Differential – Department of Parks and Recreation and Military Department**

1. When a Captain or designated supervisor is off duty and a Firefighter/Security Officer is assigned to work in a lead capacity with immediate responsibility for fire or emergency services, he/she paid one dollar (\$1.00) per hour pay differential for all hours so assigned. Only those Firefighters/Security Officers who have a minimum of three (3) years of service as a fire fighter or the written approval of the Superintendent or Fire Chief are eligible for lead person assignments.
2. A captain or designated supervisor shall be considered off duty at all times other than:
  - (a). His/her scheduled work period (excluding holidays, vacation, or sick time), and/or
  - (b). When he/she is called out to supervise a fire scene or other incident within the jurisdiction of the fire department.

#### **19.15 Differential - Flight-Time**

##### **A. Department of Justice**

1. Any Department of Justice Special Agent or Special Agent Supervisor who pilots an aircraft or acts as a pilot in charge of an aircraft shall receive a salary differential equivalent to two (2) steps for each pay period during which he/she pilots an aircraft for five (5) days or more.
2. Department of Justice Special Agents and Special Agent Supervisor may qualify for flight-time differential regardless of status or length of service.

B. Department of Parks and Recreation

1. Any Unit 7 peace officer who is certified and assigned full-time as a pilot in command in the Department of Parks and Recreation flight program shall receive a salary differential equivalent to two (2) steps while so assigned.
2. Unit 7 peace officers participating in the flight program shall be determined by the Department of Parks and Recreation.

C. Department of General Services, California State Police

1. Any State Police Officer (Schem. Code VC32) who is certified and assigned full-time flight patrol duties as a pilot in the Aeronautical Surveillance Program of the State Water Project shall receive a monthly salary differential of five hundred forty dollars (\$540).

This differential shall be included both for retirement and overtime purposes.

2. State Police Officers (Schem. Code VC32) assigned to the Aeronautical Surveillance Program shall be determined by the California State Police.

**19.16 Differential – Canine, Department of Parks & Recreation**

Unit 7 peace officers in the Department of Parks and Recreation who are assigned to canine duty on a regular basis where canine duty constitutes the main assignment and occupies a minimum of 50% of the employee's time; and the employee possesses a Canine Handler Certificate issued by the Department of Parks and Recreation and continues to meet the program standards upon which the certification was issued shall receive a canine differential, while so assigned. The differential shall be \$174 per month and shall be full compensation for all canine care performed outside the regular work hours and workweek.

Canine care includes feeding; exercising; bathing; brushing; grooming; training; cleaning of the canine's kennel or transport vehicle; administering vitamins, drugs, or medicine necessary to maintain the health and care for illness of the canine; transporting the canine to and from an animal hospital or veterinarian; and similar activities performed by the canine handler.

The rate of compensation for canine care is based on the prevailing federal minimum hourly wage at the time worked. The established standard amount of time for canine care will average one-half (1/2) hour per day, seven days a week. This includes time for canine care on the canine handler's days and time off. Any time needed to care for the canine in addition to the three and one-half (3 ½) hours per workweek must be justified and approved by management in advance. The \$174 per month differential provides full compensation for the 3 ½ hours per week plus any additional time that is authorized based on the prevailing federal minimum hourly wage.

**19.17 Differential - Mounted Patrol - Cal Expo**

Unit 7 employees at Cal Expo, when designated by Cal Expo, shall receive a daily rate differential of \$20 for performing mounted patrol duties, subject to all appropriate payroll deductions, for each day that the employee functions as a member of the mounted patrol.

## 19.18 Differential - Night Shift

A. Employees in classifications listed in paragraph d. below who regularly work shifts shall receive a fifty cents (\$.50) per hour night shift pay differential as set forth in sections b. and c. below.

B. Employees shall qualify for the night shift pay differential where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 6 a.m.

C. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee for the duration of at least one monthly period.

D. The following classes are eligible for night shift differential:

<b>CLASS TITLE</b>	<b>CLASS CODE</b>
Communications Operator I/CHP	1664
Communications Operator II/CHP	1663
Communications Operator/DGS	1661
Criminal Identification Specialist I	8462
Criminal Identification Intelligence Asst.	8471
Criminal Intelligence Specialist I	8443
Criminal Intelligence Specialist II	8440
Criminal Intelligence Specialist III	8439
Criminal Identification Specialist II	8456
Latent Print Analyst I	8460
Latent Print Analyst II	8472
Lifeguard	0992
Marine Terminal Safety Inspector	8880
Motor Carrier Specialist I	3930
Museum Security Officer	1992
Supervising Museum Security Officer	1988
Inspector, DMV	8829
Program Supervisor Marketing Order Enf.	0190
Quantity Control Specialist II	0128
Security Officer I	1944
State Park Ranger	0983
State Park Ranger Intermittent	0984
State Security Officer	8358
Hospital Peace Officer I	1937
Conservationist I, CCC	1029
Conservationist II, CCC	1003
Fire Fighter/Security Officer, Yountville -Department Of Veterans' Affairs	8990
Public Safety Communications Operator, -Department Of Parks And Recreation, Department Of Fish and Game	1689
Warning Controller - Office Of Emergency Services	8116

### 19.19 Professional Competency Pay -- Franchise Tax Board

A. Subject to the criteria listed in Section b., the Franchise Tax Board may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. The bonus shall consist of \$3,600.00 regardless of the number of certifications received and shall be paid in three equal installments of \$1,200.00 at intervals of 12 qualifying pay periods. The first installment shall be paid 12 qualifying pay periods after the employee's request and the employer's verification.

1. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing and cost accounting.

2. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.

C. An employee who transfers out of Franchise Tax Board to another State department is no longer eligible for Professional Competency Pay.

D. A Professional Competency Bonus shall not be considered "compensation" for the purposes of retirement.

### 19.20 Recruitment and Retention Differential

A. Upon approval of the Department of Personnel Administration, a department employing Unit 7 employees in the classes listed below may provide a recruitment and retention differential. Classifications which are eligible for this differential are:

<b>CLASSIFICATION</b>	<b>SCHEM CODE</b>	<b>DIFFERENTIAL</b>
Motor Carrier Specialist	IH80	up to \$200
State Police Officer Cadet (Female)	VC35	up to \$65
State Police Officer Cadet (Male)	VC36	up to \$65
Security Officer I	VC75	up to \$60

This differential may be authorized for the specified classifications above in specific geographic locations or facilities, or may be authorized for an entire department based on the needs of the State.

B. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.



C. It is understood by CAUSE that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

**19.21 Recruitment and Retention Differential – Department of California Highway Patrol**

A. Effective April 1, 2000, Communications Operators, California Highway Patrol, assigned to the Golden Gate Communications Center and the Los Angeles Communications Center, shall receive a \$300 monthly recruitment and retention differential.

B. Part-time intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the consecutive qualifying pay period. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.

C. Eligibility for the retention incentive will terminate upon reassignment for any reason to any other centers not specified in this provision.

**19.22 Recruitment and Retention Differential - Department of Fish and Game**

A. Upon approval by the Department of Personnel Administration, a department employing Unit 7 employees in the classes listed below may provide a recruitment and retention differential. Classifications which are eligible for this differential are:

<b>CLASSIFICATION</b>	<b>SCHEM CODE</b>	<b>DIFFERENTIAL</b>
Fish and Game Warden, Rg A	VB90	up to \$110.00
Fish and Game Warden, Rg B	VB90	up to \$150.00
Fish and Game Patrol Lieutenant (Specialist)	VB80	up to \$175.00
Lieutenant, Fish and Game Patrol Boat	VB70	up to \$175.00

This differential may be authorized for the specified classifications above in specific geographic locations based on the needs of the State.

B. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.

C. Unit 7 employees in the Department of Fish and Game who are permanently headquartered and reside in any of the counties listed below shall be eligible to receive the retention incentive.

Santa Cruz  
 Marin  
 Napa  
 Solano  
 Contra Costa  
 Alameda  
 Santa Clara  
 San Francisco  
 Sonoma  
 San Mateo  
 Monterey  
 San Luis Obispo  
 Santa Barbara  
 Ventura  
 Los Angeles  
 Orange  
 San Diego

D. Eligibility for the retention incentive will terminate upon relocation of the employee's permanent residence or reassignment for any reason to any county not listed above.

E. It is understood by CAUSE that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments, and the amounts of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

**19.23 Recruitment and Retention Differential (Department of General Services)**

A. Upon approval of the Department of Personnel Administration, the Department of General Services, California State Police, shall provide a recruitment and retention differential. Classifications which are eligible for this bonus are:

<b>CLASSIFICATION</b>	<b>SCHEM. CODE</b>
State Police Officer	VC32
Sergeant, California State Police (Specialist)	VC30

B. This bonus may be authorized for the specified classifications above in specific geographic locations based on the needs of the State.

C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention bonus based on the total number of hours worked during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention bonus based on the total number of hours worked excluding overtime during the twelve (12) qualifying pay periods.

D. Only Unit 7 employees in the Department of General Services, California State Police, as defined in section (a) above, who effective July 1, 1990, and thereafter, are permanently headquartered in the cities or counties listed below for twelve (12)

consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of twenty-four hundred dollars (\$2400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

<b>LOCATION</b>		
A. South State Command	San Diego	Los Angeles
	San Bernardino	Santa Ana
	Long Beach	Van Nuys
B. Central Coast Command -Excluding Santa Rosa	San Francisco	Oakland
	San Jose	
C. Inland Valley	Castaic and Pearblossom only	

E. If an employee voluntarily terminates, transfers to a different classification or department, or is discharged prior to completing twelve (12) consecutive pay periods, there will be no pro rata payment for those months.

F. If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata payment for those months' services.

G. If an employee promotes to a position in the California State Police prior to the completion of twelve (12) consecutive qualifying pay periods, there shall be a pro rata payment of the recruitment and retention bonus.

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

I. It is understood by the union that the decision to implement or not implement annual recruitment and retention bonus payments, or to withdraw authorization for such payment, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

#### **19.24 Recruitment And Retention Pay Differential Establishment**

A. Upon having recognized the presence of recruitment and retention problems, DPA may authorize that department(s) provide to Unit 7 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations. The specific criteria for approval must include consideration of operational necessity and availability of funds.

B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.

C. Permanent Intermittents shall receive a pro rated recruitment and retention differential based on hours worked in a pay period.

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

E. The department(s) or DPA may withdraw any recruitment and retention differential for specific positions, classifications, facilities, or geographic locations with a thirty (30) calendar day notice to CAUSE.

F. It is understood by CAUSE that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and such decision is not grievable or arbitrable.

G. This section applies only to Recruitment and Retention pay differentials established after the adoption of this MOU.

### **19.25 Seasonal Lifeguard - Merit Salary Adjustment**

Monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service shall be added together for a merit salary adjustment for the classes of Lifeguard I (Seasonal) and Lifeguard II (Seasonal).

### **19.26 Differential - Special Operations Unit**

Unit 7 employees in the Department of Fish and Game when designated and utilized as members of a Special Operations Unit shall receive the equivalent of a one step differential above their normal hourly rate for each hour that the employee functions as a member of the team.

### **19.27 Differential – Motorcycle**

A. A Department of Parks and Recreation Unit 7 employee who has successfully completed the Department of Parks and Recreation Motorcycle Operations and Maintenance Course and is assigned to motorcycle or ATV patrol shall receive the equivalent hourly rate of a one-step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger I for time assigned to motorcycle patrol. No DPR Unit 7 employee shall be assigned to motorcycle duty without having previously successfully completed the DPR Motorcycle Operations and Maintenance Course.

B. Motorcycle differential shall be paid in four-hour increments; eight (8) hours maximum for employees on a 5/8/40 schedule, ten (10) hours maximum for employees on a 4/10 schedule. Any hours beyond the eight (8) or ten (10) hour maximum shall be based on an hour-for-hour basis.

C. "Assigned" includes any time actually operating or specifically directed to operate a motorcycle or ATV. "Assigned" does not include leave time such as sick leave, vacation, etc.

D. Differential payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date. Certification occurring after the deadline date may result in a delayed payment to the following pay period.

## **19.28 Differential - Department of Justice - Task Force Commander**

A. Special Agent Supervisors who serve as Task Force Commanders shall receive a salary differential of \$250.00 per pay period. This differential is specific to the assignment and regardless of the reason an employee leaves the assignment (rotation of assignments, employee requested transfer, disciplinary actions, etc.) the differential shall not continue once the employee is no longer assigned as a Task Force Commander.

For the purposes of this differential the criteria for Task Force Commander designation:

1. Task force must be formulated under the authority of a formal MOU.
2. Must be a multi-agency task force.
3. Must be overseen by a formally established executive policy board.
4. Task Force Commander must be delegated overall formal operational/administrative supervisory responsibility for task force.

The Task Force Commander differential shall not be considered as compensation for purposes of retirement contributions.

## **19.29 Differential - Training Officer**

A. It is the intent of the employer to apply this program as operational needs arise, to not manipulate the qualifying hours of a designated training officer for the sole purpose of avoiding the differential qualification, and to make training officer designations in departments when and where designation is appropriate.

1. Training Officer Differential does not apply to situations where an experienced or skilled worker is required to informally impart his/her knowledge to a newly hired or less experienced employee.
2. Employees in classifications that include lead or supervisory responsibilities in the State Personnel Board classification specifications shall not receive Training Officer Differential.
3. Training Officer Differential payments shall be made during the following pay period provided certification of eligibility occurs prior to the payroll cut-off date of their department. Certification occurring after the deadline date may result in a delayed payment to a following pay period.

B. In conjunction with number 1 above, an employee when designated and utilized by management in a training capacity to train new employees and/or retrain existing employees shall receive:

1. Department of Justice - Special Agent or Special Agent Supervisor
  - a. A one step differential in salary for each pay period provided the designated Special Agent or Special Agent Supervisor is assigned a trainee or assigned to the DOJ Advanced Training Center on a daily basis, eight (8) hours a day for twenty (20) full work days or its equivalent.

b. A Special Agent or Special Agent Supervisor who receives this differential shall be involved in evaluating the job effectiveness of the trainee.

2. Department of Motor Vehicles

a. Licensing Registration Examiners designated and utilized as training officers in a formal classroom setting shall receive the differential pay.

b. A one-step differential in salary for each pay period, provided the employee functioned in a training officer capacity for eleven (11) full working days or its equivalent during that pay period.

3. Department of General Services

a. State Police Officers

(1). While functioning in a training officer capacity for one full shift, the equivalent of the daily rate one salary step above the maximum step of a State Police Officer, Range A for each training day, and shall be called FTO.

(2). While functioning as a Rangemaster or Defensive Tactics Instructor or CPR/First-Aid Instructor for a minimum of four hours in one shift, the equivalent of the daily rate one salary step above the maximum step of a State Police Officer, Range A for each training day.

(3). It is the intent of OCSP to provide a POST approved FTO training course to State Police Officers prior to authorizing or utilizing them in a training officer capacity. However, in instances where field training is necessary and there is no POST certified FTO available in the immediate office to provide the training, management may require that field training be provided by a State Police Officer that has not received POST approved FTO training.

b. Communication Operators, CSP

While functioning in a training officer capacity for one full shift, the following rate:

Communications Operator, CSP - \$4.00 per training day.

4. Department of Fish and Game

When designated and utilized as Field Training Officers, Rangemasters, Defensive Tactics Instructors, First Aid Instructors, CPR Instructors or Warden Orientation Instructors, the equivalent hourly rate of a one-step differential above the equivalent hourly salary rate of the maximum step of a Fish and Game Warden for each hour that the employee functions in an instructor capacity.

5. California Highway Patrol

While functioning in a training officer capacity for full shift, the following daily rates are:

Communications Operator I	\$5.50 per training day
Communications Operator II	\$6.50 per training day
Motor Carrier Specialist I	\$6.50 per shift

6. Parks and Recreation - State Park Rangers and Lifeguards

a. State Park Rangers and Lifeguards, when designated by management in an instructor capacity to train new employees and/or existing employees at formalized training at Asilomar such as interpretation or resource management, shall receive the equivalent hourly rate of a one (1) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger for each hour that the employee functions in an instructor capacity.

b. State Park Rangers and Lifeguards, when designated by management in an instructor capacity to train new employees and/or existing employees in defensive tactics, firearms, or Emergency Medical Responder (EMR), shall receive the equivalent hourly rate of a two (2) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger for each hour that the employee receives regular compensation on a day that the Ranger or Lifeguard is assigned to provide training for the full-shift or any portion of the shift.

c. Employees who are designated as a Cadet Field Training Officer (FTO) shall be involved in training and evaluating the job effectiveness of a newly appointed peace officer. Unit 7 peace officers participating in the FTO program shall be determined by the Department of Parks & Recreation. Employees shall wear insignia provided by the Department while serving as a FTO. A Unit 7 peace officer who is trained, certified, and assigned for a full-shift or any portion thereof with the newly appointed peace officer as a FTO shall receive the equivalent hourly rate of a two (2) step differential above the equivalent monthly hourly salary rate of the maximum step of a State Park Ranger for each hour that the employee receives compensation on that training day.

Employees participating in the FTO program shall not be subject to the shift and days off bidding system nor be approved for vacation for the period while serving as a FTO. While serving as a FTO, an employee who is eligible may apply for lateral transfers during this period; however, the effective date of the transfer shall be subject to completion of the FTO assignment.

### **19.30 Training Officer Pay Differential Establishment**

A. Upon having recognized that a classification concept does not adequately recognize the added value for serving in a training officer/instructor capacity, DPA may authorize that department(s) provide Unit 7 employees a training officer differential for specific positions, classifications, facilities or geographic locations. In authorizing training officer pay, DPA shall consider the availability of funds.

B. The specific criteria shall specify the circumstances and the additional compensation that the employees are entitled.

C. It is understood by CAUSE that the decision to implement or not implement training officer payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the state and such decision is not grievable or arbitrable.

D. This Section applies only to the training officer pay differentials established after the adoption of this Memorandum of Understanding.

### **19.31 Classification Proposal – Conservationist Classes**

The California Conservation Corps and CAUSE agree to cooperatively endeavor to develop a classification proposal for the Conservationist I and Conservationist I (Energy) classifications. The California Conservation Corps and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and test of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, CAUSE shall provide its endorsement and support.

### **19.32 Classification Proposal – Food and Drug Investigator Series**

The Department of Health Services and CAUSE agree to cooperatively endeavor to develop a classification proposal for the Food and Drug Investigator class series. Department of Health Services and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, CAUSE shall provide its endorsement and support.



### **19.33 Classification Proposal – Insurance Policy Officer Class Series**

The Department of Insurance and CAUSE agree to cooperatively endeavor to develop classification proposal for the insurance policy officer classification series. The Department of Insurance and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by Department of Personnel Administration and the State Personnel Board. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, CAUSE shall provide its endorsement and support.

### **19.34 Classification Proposal – Department Of Justice**

The Department of Justice (DOJ) and CAUSE agree to cooperatively endeavor to develop classification proposals for the Latent Print Analyst, Photo-Electronic Specialist, and Questioned Document Examiner class series. DOJ and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, CAUSE shall provide its endorsement and support.

### **19.35 Classification Proposal – Department of Motor Vehicles**

The Department of Motor Vehicles (DMV) and CAUSE agree to cooperatively endeavor to develop classification proposals for the Licensing Registration Examiner and Special Investigator classifications. DMV and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, cause shall provide its endorsement and support.

### **19.36 Classification Proposal – Litigation Specialist Class Series**

The Department of Transportation and CAUSE agree to cooperatively endeavor to develop a classification proposal for the Litigation Specialist class series. The Department of Transportation and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

### **19.37 Classification Proposal – Special Investigator Class Series**

The State and CAUSE agree to cooperatively endeavor to develop a classification proposal for the Special Investigator class series. The State and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, CAUSE shall provide its endorsement and support.

### **19.38 Classification Proposal – Structural Pest Control Board Specialist**

The Department of Consumer Affairs and CAUSE agree to cooperatively endeavor to develop a classification proposal for the Structural Pest Control Board Specialist. The Department of Consumer Affairs and CAUSE recognize that the proposal requires approval of the class title, class concept, definitions of level and tests of fitness by DPA and SPB. Further, that if there is a cost associated with the implementation of the proposal, it shall be subject to the availability of funds.

Upon presenting the proposal to the SPB, CAUSE shall provide its endorsement and support.

## **ARTICLE 20 - ENTIRE AGREEMENT**

### **20.1 Entire Agreement**

A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract, for the duration of the Contract.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Contract as provided in Subsection (B) below.

B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that during the term of this Contract it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAUSE of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 7, when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a majority of Unit 7 employees by classification in a department.
2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.

3. Where CAUSE requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

## **20.2 Duration**

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including June 30, 2001.

B. The Union reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.

## **20.3 Contract Modification**

Only the President of CAUSE, or his written designee, is authorized to enter into side letters or written modifications of this contract on behalf of CAUSE.

## **SIDELETTERS AND ATTACHMENTS**

### **SIDELETTER #1 – Nepotism Policy - Communications Centers**

#### **AGREEMENT BETWEEN CALIFORNIA UNION OF SAFETY EMPLOYEES AND STATE OF CALIFORNIA**

Nepotism is defined in the Unit 7 contract as the practice of an employee using his/her personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations referenced above are either:

1. Working in a small unit or close quarters in association with one another; or
2. Working for the same supervisor; or
3. Having a direct or indirect supervisor/subordinate relationship.

Given the uniqueness and close working proximity of individuals assigned to Communications Centers (CCs) and Area Commands with a dispatching operation, the Department is establishing policy to prevent situations within the centers that could adversely affect employee production, safety and/or morale. The intent is also to ensure fair and impartial supervision and evaluation of employees. The prohibition shall apply to new hires, promotions, reinstatements and transfers, or when relationships between employees in the same CC change.

For the purpose of this policy, it is presumed the employment of immediate family relationships in the CCs is detrimental to the supervision, production, safety and/or morale in the working environment and may influence another person in any matter relative to the personal relationship. Therefore, individuals who have an immediate relationship shall not be employed in positions within the CC or command when a managerial or supervisory relationship exists or when, by promotion or marriage, the individual will be placed in the direct line of supervision. Immediate family relationships are defined as those relationships through either blood, marriage or adoption. The affected employees are responsible for informing management of the presence of any family relationship that is inconsistent with this policy.

All assignments including new hires, promotions and transfers, not in conformance with this policy, shall be corrected within six months after they are identified or after a request for exception is denied. To prevent a family relationship, as described, from existing in CCs or Area Commands, the parties in the relationship must decide which of them will transfer to another location for which their seniority would allow them to reasonably transfer within the first transfer cycle following the existence of their family relationship which conflicts with policy. During the interim period, until the required transfers are consummated, there shall be no direct line of supervision. To avoid a direct/indirect reporting relationship during the interim period, management reserves the right to reassign either individual to avoid supervision by family members. The right to reassign shall extend to a Communications Operator-in-Charge reporting relationship.

A request for an exception to this policy shall be submitted through the chain of command to the Office of Assistant Commissioner, Field, for approval or disapproval that the nepotistic relationship does not raise serious questions of favoritism or inequity.

Family relationships in CCs that existed prior to May 1, 1994, shall not be affected by this policy.

## **SIDE LETTER #2 – Classification Issues**

### **AGREEMENT BETWEEN CALIFORNIA UNION OF SAFETY EMPLOYEES AND STATE OF CALIFORNIA**

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

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

## **SIDELETTER #3 – Special Agents – DOJ – Overtime and Travel**

### **AGREEMENT BETWEEN CALIFORNIA UNION OF SAFETY EMPLOYEES AND STATE OF CALIFORNIA**

The Department of Justice agrees to incorporate into this agreement the overtime policy established for Special Agents and Special Agent Supervisors, dated August 12, 1991.

The settlement agreement between the Department of Justice and CAUSE, dated August 16, 1991, regarding travel time for Special Agents and Special Agent Supervisors is hereby incorporated into this agreement.

### **FLSA - OVERTIME August 12, 1991**

#### **I Overtime Definition**

Overtime is time worked in excess of forty-three (43) hours within a seven (7) day work period. For purposes of overtime, the following will be considered time worked:

- A. Holidays
- B. Sick leave
- C. Release time
- D. Vacation
- E. Compensating time off
- F. Administrative time off (paid)

#### **II Work Schedule**

A. Special Agent Supervisors'/Special Agents' normal work schedule is Monday through Friday, nine (9) hours a day, between the hours of 0700 and 1800. The nine (9) hour schedule will include a one (1) hour lunch break.

1. Management may adjust an employee's normal work schedule as necessary to meet department needs. Management shall provide, prior to commencement of the regular shift, thirty-six (36) hours notice of any scheduling change except in cases of emergency or ordering time beyond the employee's normal work shift.

2. Should an employee work sixteen (16) or more continuous hours, including meal breaks, the employee shall not report back to work for at least eight (8) hours without the approval of his/her supervisor.

3. It is permissible for an employee to elect, with the approval of his/her supervisor, to work through his/her one (1) lunch hour for the purpose of terminating his/her work day one (1) hour earlier.

4. If operational needs require that an employee's schedule be adjusted for longer than five (5) consecutive normal working days, the employee shall be given fourteen (14) calendar days notice. The return to a normal shift will require twenty-four (24) hour notice.

5. None of the provisions above prohibit an employee from voluntarily flexing his/her hours with the permission of his/her supervisor.

## II Compensating Time

A. Special Agents/Special Agent Supervisors shall have the option of being compensated by Compensating Time Off (CTO) for overtime hours worked until he/she has accumulated eighty (80) hours of CTO. Once the employee has accumulated eighty (80) hours in the CTO bank, management shall have the option of compensating overtime either by cash or CTO.

B. All request for use of CTO from an employee shall be approved in advance by the appropriate supervisor. If denied by the supervisor, the reason for the denial will be articulated in writing.

C. CTO accumulated in excess of eighty (80) hours may be liquidated or reduced at management's discretion by either cash or CTO. Management shall provide at least seventy-two (72) hours notice when requiring an employee to take CTO.

D. Management may not reduce the employee's CTO balance below eighty (80) hours without the written agreement of the employee.

## IV Compensation

A. Overtime (cash or CTO) shall be compensated at time and a half the regular hourly rate of pay.

## V Standby/Call-Back Time

This section applies to Department of Justice Special Agents/.Special Agent Supervisors

Standby duty is defined as time that the state employer requires an employee to be available during non-work hours and, if contacted, able to report to the work site within one and one-half (1 ½) hours. Standby duty shall be compensated at the rate of one (1) hour's pay (cash or CTO) for every eight (8) hours of standby time. Standby compensation shall not be counted as time worked for overtime purposes consistent with federal and state law. The employee shall forfeit standby pay if he/she is unable to report to work or can not be located. Failure to comply with this section may result in informal or formal disciplinary action based on Government Code section 19572.

When an employee is required to carry a pager or inform the employer where he/she may be reached during non-work hours but have no requirement to report to work, no compensation shall be provided. An employer contact to determine the availability of an employee to report to work is not compensable. The employee will not be penalized, if he/she is unable to respond to a call.



When the employee begins traveling to the work site, he/she shall be compensated in accordance with the appropriate call-back provisions.

VI. This policy and procedure may be rescinded by either party with thirty (30) days written notice. Notice of rescission by the Department shall be effective with service by mail upon the President of CAUSE with a copy delivered by mail to the President of the Association of Special Agents DOJ. Notice of rescission by CAUSE shall be effective by written notice from the President of CAUSE served by mail upon the Labor Relations Office of the Department of Justice. In the event of rescission, CTO Banks shall remain in existence until depleted by each individual Agent, the hours subject to use based upon the same understanding embodied herein.

In the event of rescission, the parties agree to meet in good faith within thirty (30) days of service of the notice, to attempt to resolve any differences and create a new agreement.

## SIDE LETTER AGREEMENT

IT IS HEREBY AGREED by and between the DEPARTMENT OF JUSTICE (DOJ), THE STATE OF CALIFORNIA AND THE CALIFORNIA UNION OF SAFETY EMPLOYEES, as follows:

(1)The DEPARTMENT OF JUSTICE is authorized to deduct one-half (½) hour, or whatever time is reasonable for breakfast, and Special Agent personnel shall otherwise be eligible to claim overtime pay as appropriate. The Department of Justice as the option of changing the schedule for physical fitness training without the requirement to meet-and-confer with the Association. This paragraph applies to Special Agents attending the Special Agent Training Academy.

(2)Special Agent personnel will not be compensated for commuting from their residence to either their field office or field assignment. The agents' pay begins upon arrival at the field office or field assignment, consistent with the Department's compensation and overtime policy. Agent personnel will also not be compensated for the commute from the field office or field assignment to their residence. The compensation, including overtime if applicable, will end at the time the agents leave the field office or field assignment and begins the commute to their residence. The exceptions to the above policy are:

A. If the driving time either to or from the field assignment is greater than an agent's normal commute to the field office, that time in excess of the normal commute time shall be compensated. If, for instance, an agent's normal commuted to the field office is one (1) hour, but he/she is required to travel an hour and a half (1 ½) to a field assignment, the agent will be compensated for the additional half (½) hour.

B. If an agent completes a normal workday, and is called out from his/her residence, the compensation begins when the agent leaves his/her house for the field location.

C. If an agent is out of town on travel status (per diem) on a field assignment, and leaves from that location to another field assignment location, he/she shall be compensated for the driving time period.

D. If an agent, during his/her normal commute to or from the field office, is diverted by a supervisor or emergency to a field assignment, the agent shall be compensated from the time of the diversion.

E. If an agent completes a normal work week and is required to work a Saturday, Sunday or holiday, he/she shall be compensated for travel to the field assignment.

F.If an agent is required to travel directly from home to a field assignment which makes him/her eligible for per diem, that agent will be compensated. If an agent is at an approved field assignment on per diem and travels from that assignment directly home, the agent shall be compensated.

(3) All time submitted for resolution in the lawsuit ***Nadeau v. State of California*** pertaining to portal-to-portal travel time shall be computed by completely compensating the Agents for all hours, at time and one-half, from portal-to-portal

through June 1, 1991. Time spent between physical training and the commencement of academy classes through June 1, 1991 shall be completely compensable at time and one-half, as well for the purposes of that lawsuit.

## **SIDELETTER #4 – Bilingual Premium – California Highway Patrol**

### **AGREEMENT BETWEEN CALIFORNIA UNION OF SAFETY EMPLOYEES AND STATE OF CALIFORNIA**

#### **Communications Operator I/II (California Highway Patrol)**

A Communications Operator I/II certified bilingual who is assigned to a Communications Center/Command with a demonstrated need as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a \$100 per month bilingual pay differential.

The bilingual premium is not authorized upon transfer to a location that is not designated as one requiring bilingual skills. Communications Operators will not be eligible to receive the bilingual premium when Communications Centers/Commands lose their designated position(s) status.

An employee will be eligible to receive the bilingual differential payment beginning on the pay period following the date the Department (Personnel Services Section), and not the originating command, approves the pay request (Bilingual Pay Authorization [STD 300-897]).

Notwithstanding any other provision within this agreement, a Communications Operator who is certified and receiving the bilingual premium may be scheduled for shifts and days off to meet the operational needs of his/her assigned location.

If a certified Communications Operator is unwilling to utilize his/her fluency skills in a conversational, interpretational, transitional setting or closely related activities performed directly in conjunction with the specific bilingual transactions, he/she is no longer eligible for the differential, and the bilingual pay will be discontinued.

#### **Motor Carrier Specialist I**

A Motor Carrier Specialist I certified bilingual who is assigned to a Division Motor Carrier Safety Unit with a demonstrated need as determined by the Department, which requires the use of the employee's bilingual skill, shall receive a \$100 per month bilingual pay differential.

The bilingual premium is not authorized upon transfer to a Division that is not designated as one requiring bilingual skills within its field commands. Motor Carrier Specialist Is will not be eligible to receive the bilingual premium, if the Division loses its designated position(s) status.

An employee will be eligible to receive the bilingual differential payment beginning on the pay period following the date the Department (Personnel Services Section), and not the originating command, approves the pay request (Bilingual Pay Authorization [STD 300-897]).

Notwithstanding any other provision within this agreement, a Motor Carrier Specialist I who is certified and receiving the bilingual premium may be scheduled for shifts and days off and assigned to geographic locations to meet the operational needs of the motor carrier safety unit to which he/she is assigned.

If a certified Motor Carrier Specialist I is unwilling to utilize his/her fluency skills in a conversational, interpretational, transitional setting or closely related activities performed directly in conjunction with the specific bilingual transactions, he/she is no longer eligible for the differential, and the bilingual pay will be discontinued.

## **ATTACHMENT #A – Alternate Work Schedules - Communications Centers**

Effective December 1, 1998, the Department of California Highway Patrol (CHP) and the California Union of Safety Employees (CAUSE) agreed to implement an AWW Plan in the Department's Communications Centers (CC). Except as modified by this agreement, the policies and procedures set forth in HPM 10.3 (Personnel Transactions Manual), Chapter 28 (Attendance Reporting), revised February 1995, which are applicable to Unit 7 employees will govern the implementation of the AWW Plan.

CAUSE or the CHP, pursuant to Article 7 (Hours of Work and Overtime), Provisions 7.1 (Shifts and Days Off Scheduling) and 7.2 (Alternate Work Schedules and Flexible Work Hours) in the Unit 7 Contract, may initiate the request to implement an AWW in a CC. CAUSE business agents are authorized to make the request directly to the Commander of a CC. CAUSE job stewards are not authorized to request the AWW except when specifically authorized in writing by CAUSE. The Commander of the CC shall meet and confer over the impact of the change in the workweek.

The parties agree that in order to successfully implement an AWW, it may be necessary to temporarily modify the intent of the provisions negotiated in the Unit 7 Contract. Any modifications of the intent of the contract language shall occur at the departmental level and only after a meet and confer between CAUSE and the Office of Employee Relations over the planned modifications. CAUSE agrees to cooperate with the CHP to facilitate the implementation of the AWW Plan to ensure its success. Once implemented, absent an emergency, an AWW will not be changed, modified, revoked or suspended except pursuant to Article 4 (Management Rights) and Article 7, Provisions 7.1 and 7.2 of the Unit 7 Contract.

The parties recognize that shift scheduling is unique to the demographics and operational demands of a particular CC. Management reserves the right to schedule conducive to the particular needs of the CC, i.e., establishing overlap, rolling, relief shifts. Pursuant to Article 7, Provision 7.1, paragraph 2, line 2 - The "...CHP shall maintain current practice and meet and confer over the impact of any change in practices." at the command level.

Communications Operators (CO) who are working an AWW Plan shall be required to maintain a 30 hour plus excess time balance. For purposes of this agreement, plus excess time is defined as time earned when a CO's number of regularly scheduled workdays exceed the number of hours required in a pay period. Plus excess hours accrue when the CO exceeds the hours in a pay period and are used when the CO is short the number of hours required for the pay period. Except for those COs who have less than 30 hours of plus excess time at the time an AWW Plan is implemented in the center or for those who are new hires or transfers, overtime and vacation time will not accrue as excess time. When a CO has no plus excess time to draw from in order to complete the required hours for the pay period, vacation, compensating time off, holiday credits or dock may be used. Excess time shall not be used in lieu of vacation credits.

In the event CAUSE requests to implement an AWW in a CC, it is understood that all COs in that command shall participate in the plan.

An individual who hires in or transfers to a CC who has implemented an AWW Plan shall accept the assignment predicated on the workweek plan in place at that center. A new hire or transfer into a center shall be administratively assigned to a shift until the next schedule sign-up is posted following the completion of his/her training/orientation period as determined by management.

Any CC which retains the traditional workweek shall be governed by the terms and conditions of employment set forth in the Unit 7 Contract.

The parties agree that the implementation of the AWW Plan is not grievable or arbitrable.

## **ATTACHMENT #B – Firefighter/Security Guard – Dept. of the Military – Shift Scheduling**

### **I. SHIFT SCHEDULING**

#### **1. OBJECTIVES**

- a. Utilizing a force of not more than one (1) Chief, three (3) Captains, and nine (9) Firefighter/Security Guards, formulate a shift schedule that will provide adequate emergency service personnel at all times.
- b. Maintain a minimum of three (3) personnel scheduled for duty at all times.
- c. Minimize overtime.
- d. Provide maximum supervision.

#### **2. PLANNING FACTORS**

- a. Use three (3) platoon organization.
- b. Using a twenty-eight (28) day shift planning cycle, schedule employees on a basic twenty-four (24) hours on; forty-eight (48) hours off, duty schedule. Essentially, each employee, except the Chief, will work every third day.
- c. The Chief will remain on a five (5) day eight (8) hour shift.
- d. The A-Shift will cover ten (10) shifts per cycle; the B-Shift and C-Shift nine (9) shifts per cycle.
- e. To compensate for the additional shift, each employee will be authorized an additional day off during the cycle, while working the A-Shift.

f. Each platoon will rotate shifts each cycle. At the start of the second cycle, the First Platoon will rotate to C-Shift, Second Platoon to A-Shift and Third Platoon to B-Shift. This will allow each employee a two (2) day break between shifts and a five (5) day break each third cycle.

g. Each employee will be scheduled to start work at 1200 hours, rather than 0800 hours, once during each cycle.

h. Additional days off and late-in days will be scheduled on days when the Chief is on duty. This will maximize coverage.

### 3. DISCUSSION

a. This schedule allows for a minimum of three (3) Firefighter/Security Guards on schedule at all times, a majority of the time we will have four (4) man coverage, plus the Chief for additional manpower.

b. Supervision is schedule for all except sixteen (16) hours each cycle.

c. No overtime is scheduled.

d. This schedule appears to satisfy the majority of stated objectives.

## II. WORK SCHEDULING

Work schedules will be established on a 28 day cycle, 212 hour maximum. Normal workweeks will be comprised of 53 hours/week. Overtime will be paid for all hours in excess of 53. Sample schedules are shown on page B-4.

## III. OVERTIME PAY

Overtime pay will be paid at a rate based on the following formula:

\*Monthly salary time 12 months, divided by 52 weeks, divided by 53 hours week, equal hourly rate. Hourly rate divided by 2 equals ½ time rate. Hourly rate plus ½ time rate equals time and one half hourly rate.

The following OT rates apply based on monthly salary indicated.



Monthly Salary	\$1922		\$2012	
	x 12	Months	x 12	Months
	<u>\$23,064</u>		<u>\$24,144</u>	
	+52	Weeks	+52	Weeks
	<u>443.53</u>		<u>464.30</u>	
	+53		+53	
	<u>8.36</u>	Hrs. Wk.	<u>8.76</u>	Hrs. Wk.
	+2	Hrly Rate	+2	Hrly Rate
	<u>4.18</u>	½ Time	<u>4.38</u>	½ Time
	8.36	Hrly Rate	8.76	Hrly Rate
	+4.18	½ Time	+4.38	½ Time
	<u>12.54</u>		<u>13.14</u>	
OT =	12.54	Time & ½ Rate	13.14	Time & ½ Rate

Monthly Salary	\$2106	\$2203	\$2310
	x 12	x 12	x12
	<u>\$25,272</u>	<u>\$26,436</u>	<u>\$27,270</u>
	+52	+52	+52
	<u>486.00</u>	<u>508.38</u>	<u>533.07</u>
	+53	+53	+53
	<u>9.16</u>	<u>9.59</u>	<u>10.05</u>
	+2	+2	+2
	<u>4.58</u>	<u>4.79</u>	<u>5.02</u>
	9.16	9.59	10.05
	+4.58	4.79	+5.02
	<u>13.74</u>	<u>14.38</u>	<u>15.07</u>
OT =	13.74	14.38	15.07



### THREE PLATOON SHIFT SCHEDULE

CYCLE I

SAMPLE DUTY SCHEDULE

MONTH	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M						
DAY	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15													
"A" PLATOON																																									
CAPT.				20	X					X	X					X	X					X	X																		
FF/SO				X	X					20	X					X	X					X	X																		
FF/SO				X	X					X	X					20	X					X	X																		
FF/SO				X	X					X	X					X	X					20	X																		
PI																																									
"B" PLATOON																																									
CAPT.	X					20	X					X	X				X	X						X	X																
FF/SO	X					X	X					20	X				X	X						X	X																
FF/SO	X					X	X					X	X				20	X						X	X																
FF/SO	X					X	X					X	X				X	X						X	X																
PI																																									
"C" PLATOON																																									
CAPT.		20	A					X	X					X	X											X	X														
FF/SO		X	X					X	X					X	X												20	A													
FF/SO		X	X					20	A					X	X												X	X													
FF/SO		X	X					X	X					20	A												X	X													
PI								X	X					20	A												X	X													

CYCLE 2

SAMPLE DUTY SCHEDULE

MONTH	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M			
DAY	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12			
"A" PLATOON																															
CAPT.	X					20	X					X	X					X	X				X	X							
FF/SO	X					X	X					20	X					X	X				X	X							
FF/SO	X					X	X					X	X					20	X				X	X							
FF/SO	X					X	X					X	X					X	X				20	X							
PI																		X	X					20	X						
"B" PLATOON																															
CAPT.		20	A					X	X					X	X				X	X					X	X					
FF/SO		X	X					X	X					X	X				X	X						20	A				
FF/SO		X	X					20	A					X	X				X	X						X	X				
FF/SO		X	X					X	X					20	A				X	X					X	X					
PI																															
"C" PLATOON																															
CAPT.				20	X					X	X												X	X							
FF/SO				X	X					20	X												X	X							
FF/SO				X	X					X	X												X	X							
FF/SO				X	X					X	X												20	X							
PI																							X	X							

CYCLE 3

SAMPLE DUTY SCHEDULE

MONTH	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M							
DAY	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10
DATE																												
"A" PLATOON																												
CAPT.		20	A					X	X					X	X					X	X					X	X	
FF/SO		X	X					X	X					X	X					X	X					20	A	
FF/SO		X	X					20	A					X	X					X	X					X	X	
FF/SO		X	X					X	X					20	A					X	X					X	X	
PI																												
"B" PLATOON																												
CAPT.				20	X					X	X					X	X					X	X					X
FF/SO				X	X					20	X					X	X					X	X					X
FF/SO				X	X					X	X					20	X					X	X					X
FF/SO				X	X					X	X					X	X					20	X					X
PI																												
"C" PLATOON																												
CAPT.	X					20	X				X							X				X	X					
FF/SO	X					X	X				20	X						X				X	X					
FF/SO	X					X	X				X							X				20	X					
FF/SO	X					X	X				X							X				X	X					
PI																												

IV. SICK LEAVE

Sick leave will be credited at the rate of eight (8) hours per month. Charges for sick leave will in accordance with the chart starting on page B-6. All remaining provisions of Article 9, Section 9.2 of the Unit 7 Agreement shall apply.

V. VACATION LEAVE

Vacation leave will be credited as follows:

7 Months -	3 Years =	7 Hours per month
37 Months -	10 Years =	10 Hours per month
121 Months -	15 Years =	12 Hours per month
181 Months -	20 Years =	13 Hours per month
241 and over	=	14 Hours per month

Vacation leave will be charged in accordance with the chart starting on page B-6. All remaining provisions of Article 9, Section 9.1 of the Unit 7 Agreement shall apply.

VI. HOLIDAYS

Holidays will be credited at 11 hours for each holiday occurring during a month. Charges will be as follows for absence of one 24 hour shift:

Charge holiday credit	11 hours =	8 hours
Charge holiday credit	<u>13 hours =</u>	10 hours
	24 hours =	18 hours

VII. DEBIT FACTOR

53 hours – 40 hours = 1.325 hours

1.325 = 1 hour

24 hours – 1.325 hours = 18 hours (24 hour shift = 18 hour debit)

53 hours – 40 hours conversion will be used to debit leave accounts only (vacation, sick, holiday) and not to reduce time worked such as overtime. Example: If a 24 hour OT shift is worked, the employee will be paid for 24 hours at the prescribed time and one half rate.

VIII. APPLICATION OF WORK CYCLE WITH REGARD TO LEAVE TIME AND OVERTIME

When using accrued leave time, it is considered as time worked in fulfilling the 212 hour/28 day cycle commitment. Therefore, if during a given cycle, overtime is worked and leave time is taken, overtime would be paid and leave time would be debited, both at the prescribed rate.

A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
1	1	1		33	25	3	1
2	2	2		34	26	3	2
3	2	2		35	26	3	2
4	3	3		36	27	3	3
5	4	4		37	28	3	4
6	5	5		38	29	3	5
7	5	5		39	29	3	5
8	6	6		40	30	3	6
9	7	7		41	31	3	7
10	8	1	0	42	32	4	0
11	8	1	0	43	32	4	0
12	9	1	1	44	33	4	1
13	10	1	2	45	34	4	2
14	11	1	3	46	35	4	3
15	11	1	3	47	35	4	3
16	12	1	4	48	36	4	4
17	13	1	5	49	37	4	5
18	14	1	6	50	38	4	6
19	14	1	6	51	38	4	6
20	15	1	7	52	39	4	7
21	16	2	0	53	40	5	0
22	17	2	1	54	41	5	1
23	17	2	1	55	42	5	2
24	18	2	2	56	42	5	2
25	19	2	3	57	43	5	3
26	20	2	4	58	44	5	4
27	20	2	4	59	45	5	5
28	21	2	5	60	45	5	5
29	22	2	6	61	46	5	6
30	23	2	7	62	47	5	7
31	23	2	7	63	48	6	0
32	24	3	0	64	48	6	0

A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
65	49	6	1	96	72	9	0
66	50	6	2	97	73	9	1
67	51	6	3	98	74	9	2
68	51	6	3	99	75	9	3
69	52	6	4	100	75	9	3
70	53	6	5	101	76	9	4
71	54	6	6	102	77	9	5
72	54	6	6	103	78	9	6
73	55	6	7	104	78	9	6
74	56	7	0	105	79	9	7
75	57	7	1	106	80	10	0
76	57	7	1	107	81	10	1
77	58	7	2	108	82	10	2
78	59	7	3	109	82	10	2
79	60	7	4	110	83	10	3
80	60	7	4	111	84	10	4
81	61	7	5	112	85	10	5
82	62	7	6	113	85	10	5
83	63	7	7	114	86	10	6
84	63	7	7	115	87	10	7
85	64	8	0	116	88	11	0
86	65	8	1	117	88	11	0
87	66	8	2	118	89	11	1
88	66	8	2	119	90	11	2
89	67	8	3	120	91	11	3
90	68	8	4	121	91	11	3
91	69	8	5	122	92	11	4
92	69	8	5	123	93	11	5
93	70	8	6	124	94	11	6



A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
94	71	8	7	125	94	11	6
95	72	9	0	126	95	11	7

A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
127	96	12	0	158	119	14	7
128	97	12	1	159	120	15	0
129	97	12	1	160	121	15	1
130	98	12	2	161	122	15	2
131	99	12	3	162	122	15	2
132	100	12	4	163	123	15	3
133	100	12	4	164	124	15	4
134	101	12	5	165	125	15	5
135	102	12	6	166	125	15	5
136	103	12	7	167	126	15	6
137	103	12	7	168	127	15	7
138	104	13	0	169	158	16	0
139	105	13	1	170	128	16	0
140	106	13	2	171	129	16	1
141	106	13	2	172	130	16	2
142	107	13	3	173	131	16	3
143	108	13	4	174	131	16	3
144	109	13	5	175	132	16	4
145	109	13	5	176	133	16	5
146	110	13	6	177	134	16	6
147	111	13	7	178	134	16	6
148	112	14	0	179	135	16	7
149	112	14	0	180	136	17	0
150	113	14	1	181	137	17	1
151	114	14	2	182	137	17	1

A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
152	115	14	3	183	138	17	2
153	115	14	3	184	139	17	3
154	116	14	4	185	140	17	4
155	117	14	5	186	140	17	4
156	118	14	6	187	141	17	5
157	118	14	6	188	142	17	6

A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
189	143	17	7	220	166	20	6
190	143	17	7	221	167	20	7
191	144	18	0	222	168	21	0
192	145	18	1	223	168	21	0
193	146	18	2	224	169	21	1
194	146	18	2	225	170	21	2
195	147	18	3	226	171	21	3
196	148	18	4	227	171	21	3
197	149	18	5	228	172	21	4
198	149	18	5	229	173	21	5
199	150	18	6	230	174	21	6
200	151	18	7	231	174	21	6
201	152	19	0	232	175	21	7
202	152	19	0	233	176	22	0
203	153	19	1	234	177	22	1
204	154	19	2	235	177	22	1
205	155	19	3	236	178	22	2
206	155	19	3	237	179	22	3
207	156	19	4	238	180	22	4
208	157	19	5	239	180	22	4
209	158	19	6	240	181	22	5

A	B	C		A	B	C	
WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION-40 HOUR WEEK		WORK HOURS OR ABSENCE HOURS – 53 HOUR WEEK	WORK HOURS OR ABSENCE HOURS – 40 HOUR WEEK	DAYS AND HOURS CONVERSION – 40 HOUR WEEK	
210	158	19	6	241	182	22	6
211	159	19	7	242	183	22	7
212	160	20	0	243	183	22	7
213	161	20	1	244	184	23	0
214	162	20	2	245	185	23	1
215	162	20	2	246	186	23	2
216	163	20	3	247	186	23	2
217	164	20	4	248	187	23	3
218	165	20	5	249	188	23	4
219	165	20	5	250	189	23	5

### **ATTACHMENT #C – Holiday Pay - Communications Operators I/II**

Communications Operators (CO) I/II are assigned to Work Week Group 2 and have a 40-hour workweek. The regular workweek begins Sunday and ends Saturday, requiring five (5) working days and two (2) regular days off (RDO).

Pursuant to the May 1990, Holiday Pay Settlement Agreement between the California Highway Patrol and the California Union of Safety Employees, a CO shall receive two and one-half (2-1/2) times his/her regular rate of pay for each official holiday actually worked. A full-time employee who works a minimum of 40 hours in a workweek in which a holiday occurs, and is required to work an eight (8) hour shift on the holiday, shall receive eight (8) hours additional pay at time and one-half. This equates to twenty (20) hours total paid compensation for working the holiday. The eight (8) hours' pay is included in the regular payroll warrant, and eight (8) hours' pay at time and one-half is issued in a separate warrant.

Permanent full-time COs assigned to a forty (40) hour workweek are required to work a minimum of forty (40) hours in a work week inclusive of the holiday to qualify for this benefit. COs who work a Saturday Holiday receive a time and half cash out for working the holiday. COs who work on a holiday that falls on a Sunday which is celebrated on the following Monday, receive holiday compensation if they work on Monday.

If a permanent full-time employee works less than eight (8) hours on a holiday, he/she is only entitled to the time and one-half cash compensation for the number of hours actually worked on the holiday. A part-time employee who works a holiday must work forty (40) hours inclusive of the holiday in the workweek to receive the additional time and half payment.

For the purpose of computing the number of hours worked for overtime payment, time during which an employee is excused from work because of holidays, vacation, compensating time off (CTO), or other paid leave with the **exception** of sick leave, shall be considered time worked for overtime computation. Time during Contract which an employee is excused from work because of sick leave **shall not** be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

An employee's shift start time determines the entitlement to holiday compensation and not the number of hours worked on the holiday.

RDOs for the pay period are scheduled based on the number of Saturdays and Sundays within the pay period. Holidays are not counted toward total RDOs for the pay period.

## **ATTACHMENT #D – Physical Fitness Incentive**

C-1

Candidate's Informed Consent. All employees participating in the Physical Fitness Incentive pay qualification (Phase I & II) will sign the Informed Consent.

"I hereby consent to voluntarily engage in a battery of tests which will determine my eligibility and qualifications for the Bargaining Unit 7 Physical Fitness Incentive Pay program. Some of the tests will require that I exert maximum physical effort and the possibility exists of certain changes occurring during these tests. Possible changes include abnormal blood pressure, fainting, disorders of the heartbeat (too rapid, too slow, or ineffective) and very rare instances of heart attack. There also exists minimal possibility of physical injury. Signs of possible abnormalities will result in discontinuance of my tests.

I understand that I should not undertake such testing without clearance from a medical doctor if I know or have reason to believe that I have any health problems which might impair my ability to safely undergo testing. I further understand that I will not be permitted to test without medical clearance if, in the opinion of the testing examiners that there exists any contradiction to, or hazard involved in my being tested.

I have read the foregoing, understand it, and any questions which may have occurred to me have been answered to my satisfaction. I further agree to answer to the best of my knowledge and ability the questions posed in Phase I, Medical Assessment for Cardiac Risk".

PHASE ONE  
MEDICAL ASSESSMENT FOR CARDIA RISK

The following medical assessment format will be utilized to screen candidates and to provide information to participants.

Name \_\_\_\_\_

Date \_\_\_\_\_

Any participant failing to meet the resting heart rate and resting blood pressure standards set forth below shall be required to obtain a medical doctor's release on his or her own time and expense before proceeding with the physical fitness test.

The Resting Heart Rate (RHR) shall be measured after the employee has been sitting for a minimum of five (5) minutes in a relaxed, comfortable atmosphere by monitoring the heart beat with a stethoscope or taking the pulse from the carotid or radial artery. The heart beat or pulse shall be take for thirty (30) seconds and multiplied by two (2). RHR must be 90 beats per minute (BPM) or less. If the RHR cannot be established at or below 90 BPM, wait ten (10) minutes and repeat. If the RHR is still at an unacceptable level complete the pre-test screening, however the participant will be required to obtain a medical doctor's release as stated above before proceeding with Phase II.

\_\_\_\_\_  
Resting Heart Rate

A resting blood pressure will be obtained after the employee has been sitting in a relaxed position for at least five (5) minutes. The resting blood pressure must not exceed 140/90. If it does, wait ten (10) minutes and repeat. If blood pressure is still at an unacceptable level complete the prescreening test, however, the participant will be required to obtain a medical doctor's release as stated above before proceeding with Phase II.

\_\_\_\_\_  
Resting Blood Pressure

C-3

**CATEGORY 1 – SYSTOLIC BLOOD PRESSURE**

	0	1	4	6	7	8	9	10
MALE	139	135	130	125	121	116	115	110
FEMALE								
PRE-MENOPAUSE	139	132	127	122	119	116	113	108
POST-MENOPAUSE		139	134	129	125	122	115	113

**CATEGORY 2 – DIASTOLIC BLOOD PRESSURE**

	0	1	4	6	7	8	9	10
MALE	89	85	80	75	70	65	60	55
FEMALE								
PRE-MENOPAUSE	89	80	75	70	65	60	58	55
POST-MENOPAUSE	89	85	80	75	70	65	60	55

**CATEGORY 3- WEIGHT ACCORDING TO HEIGHT – (\*\*)**

	10	9	8	5	2	0	-2	-4
At or below weight		1-3 over	4-6 over	7-10 over	11-15 over	16-20 over	21-30 over	30-40 over
	-6	-8	-10					
41-50 over		51-75 over	76 or over					

**CATEGORY 4 – FAMILY HISTORY**

I have the following number of relatives (parents and grandparents) who had heart distress, stroke or claudication which occurred between the indicated ages.

	0	1	2	3	4	10
1 or more under age 50		2 or more bet/ages 50-60	1 between ages 50-60	2 over age 60	1 over age 60	none

**CATEGORY 5 – SMOKING**

-10	-6	-4	-2	1
Over 30 cigs/day	21-30 cigs/day	10-20 cigs/day	Pipe/cigar but not inhale	20 or more cigs/day or inhale pipe/cigar over 10 years but quit
2	3	4	5	6
19 or less cigs/day over 10 years quit	20 or more cigs/day 7- 10 years but quit	19 or less cigs/day 7- 10 years but quit	20 or more cigs/day 3- 6 years but quit	19 or less cigs/day 3-6 years but quit
7	8	10 NEVER SMOKED		
20 or 20 cigs/day 1- 2 years but quit	19 or less cigs/day 1- 2 years but quit			

**CATEGORY 6 – AEROBIC EXERCISE**

0	1	2
Sedentary	Not good enough	Acceptable-could be better
8		10
Active and Healthy		Very active lifestyle

Scores defined: Maintained training heart rate 15-20 minutes  
 5X per week = very active lifestyle  
 4X per week = active and healthy  
 3X per week = acceptable, could be better  
 2X per week = not good enough  
 1X per week = sedentary

**CATEGORY 7 – AGE**

	1	2	3	4	5	6	7	8	9	10
MALE	67-64	63-61	60-57	56-54	53-49	48-44	43-40	39-35	34-21	20 and under
FEMALE				4	5	6	7	8	9	10
				63-57	56-51	50-45	44-37	36-30	29-21	20 and under

C-5

**CATEGORY 8 – BODY FAT (%) \_\_\_\_\_**

Body fat measurements shall be made using U.S. Navy protocol and U.S. Navy body fat percentage predictions. This category is for the participants information only. Scores shall not be used in the overall scoring of this assessment.

**MEDICAL ASSESSMENT EVALUATION**

RANGES	EMPLOYEE SCORE	STATUS
20+	<hr/>	TEST
15-19	<hr/>	EXAMINERS JUDGEMENT
1-14	<hr/>	PHYSICIAN'S RELEASE
0 AND BELOW	<hr/>	NO TEST/ PHYSICIAN'S RELEASE



**HEIGHT-WEIGHT SCREENING TABLES**

<b>HEIGHT</b>	<b>MEN</b>		<b>WOMEN</b>	
	<b>MINIMUM</b>	<b>MAXIMUM</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
4'10"			87	126
4'11"			89	128
5'0"	100	153	92	130
5'1"	102	155	95	132
5'2"	103	158	97	134
5'3"	104	160	100	136
5'4"	105	164	103	139
5'5"	106	169	106	144
5'6"	109	174	108	148
5'7"	111	179	111	152
5'8"	115	184	114	156
5'9"	119	189	117	161
5'10"	123	194	119	165
5'11"	127	199	122	169
6'0"	131	205	125	174
6'1"	135	211	128	179
6'2"	139	218	130	185
6'3"	143	224	133	190
6'4"	147	230	136	196
6'5"	151	236	139	201
6'6"	153	242	141	206
6'7"	157	248	144	211
6'8"	161	254	147	216

## PHASE II TEST DESCRIPTIONS

**THREE-MINUTE TEST-RECOVERY.** This test will be performed using a bench 12 inches high and will be administered using a 96 beat per minute protocol with 24 complete cycles in three (3) minutes. Prior to the commencement of the test, the participant's resting pulse rate will be taken while seated. At the command, the participant will step up and down from the bench keeping cadence with the metronome. Immediately after the three minutes of stepping, the participant sits down. A 60-second heart rate starting five seconds after the stepping is counted. If the subject's pulse has not dropped sufficiently, further examination may be necessary prior to allowing that person to continue with the testing events.

**ILLINOIS AGILITY RUN.** An agility run test reflects the ability to change directions and speed quickly. Several basic movements have been combined in one test in the figure-eight Illinois Agility Run.

The participant starts in a flat prone position with hands on the starting line and then reacts to the starting signal. The course consists of the following:

- 1) Sprint 30 feet, stride stop and place at least one foot over the boundary line, turn and sprint back 30 feet.
- 2) Left turn around chair on starting line and zig-zag in a figure-eight fashion around the chairs up and back.
- 3) Sprint 30 feet up and back as described in step 1) above except finish with a dash over the starting line.

The total time to negotiate the course is recorded to the nearest 0.1 second. Gym shoes must be worn for the test and a warm-up is required. Practicing the course by a slow jog is recommended as a warm-up procedure. The best of two time trials is used as the agility score with at least five minutes of rest allowed between the trials.

In the event a participant has an injury or physical disability which would be exacerbated by rising quickly from a prone position, or during testing in inclement weather, the starting position for the Illinois Agility Test will be a standing position with the back faced to the starting line.

**SIT-UPS.** Lie flat on back with knees bent, heels close to buttocks (approximately 10 inches) and arms folded across chest and feet held to floor by partner. Curl up touching elbows to thighs. Lie back touching shoulders to floor. Repeat as many times as possible in one minute.

**FLEXIBILITY SIT AND REACH.** After removing his/her shoes, the participant sits on the floor or mat with the legs extended forward, feet no more than eight inches apart, knees locked, the backs of the legs touching the floor, and leans forward at the waist as far as possible. The hands are superimposed over each other and extended forward while leaning forward and the distance of the stretch is measured. If the participant is flexible enough to reach his/her toes, a score of 15 is recorded. If the participant is not flexible enough to reach the toes, a score of below 15 is recorded. A ruler is used to measure the distance above or below the 15 mark. The participant must reach and hold the position with both hands on the mark to have the effort measured and recorded. The best of two attempts will be used as the sit and reach score.

C-8

**VERTICAL JUMP TEST.** A yardstick, measuring tape, smooth wall or a specially made vertical jump board are required for the test. Chalk dust is placed on the fingers of one hand as a means for marking the jump. The officer stands with one side toward the measuring device and reaches upward as high as possible. This is recorded as the “reach” distance. The performer then jumps as high as possible and touches the measuring device at the height of the jump. The test is scored as the number of inches, measured to the nearest half-inch, between the “reach” and jump marks. The best of two jumps will be used as the vertical jump test score.

TEST	<b>PHYSICAL INCENTIVE TEST STANDARDS</b>									
	AGE 20-29		AGE 30-39		AGE 40-49		AGE 50+			
	M	F	M	F	M	F	M	F		
<b>SIT-UP</b>	(NUMBER PERFORMED IN ONE MINUTE)									
	=>38	=>33	=>35	=>25	=>29	=>20	=>24	=>14		
<b>SIT REACH</b>	(INCHES* BEST OF TWO ATTEMPTS)									
	=>17.0	=>19.3	=>15.5	=>18.5	=>14.4	=>17.5	=>14.4	=>16.5		
<b>VERTICAL JUMP</b>	(=>INCHES* BEST OF TWO ATTEMPTS)									
	15.0	12.0	15.0	12.0	15.0	12.0	15.0	12.0		
<b>ILLINOISE AGILITY</b>	(=>IN SECONDS)									
	19.6	21.6	20.1	22.1	21.6	23.6	22.1	23.1		
<b>STEP TEST</b>										
	98-111	103-116	103-117	108-122	102-117	107-122	102-117	107-122		

Dear Physician:

\_\_\_\_\_ was deferred from participating in the Physical Testing program to determine eligibility for Physical Fitness Incentive Pay for the reasons indicated on the attached medical referral form.

The above named candidate is required to obtain a physician's release before proceeding with the physical tests. If you feel it is inappropriate to authorize a full release given the candidate's condition, simply mark the box indicating this.

If further information is needed, please contact out office at (\_\_\_\_) \_\_\_\_\_ Between the hours of 8:00 a.m. to 4:30 p.m., Monday – Friday.

PLEASE FILL OUT THE SECTION BELOW. OTHER FORMS WILL NOT BE ACCEPTED.

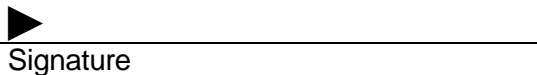


I, \_\_\_\_\_ have examined the above named person and find him/her:

to be free of any medical problems which would restrict participation in the physical test and therefore give an unrestricted medical release to continue with the physical testing.

to have medical problems which indicate potential risk in continuing with the physical testing at this time.

I understand the testing will be administered with a registered nurse, or emergency medical technician present and without a physician, in a non-medical facility.

 Signature \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ Phone \_\_\_\_\_ \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT #E – Transfer CCC

The current transfer policy as set out in the attachment to this contract shall continue in the California Conservation Corps.

STATE OF CALIFORNIA – RESOURCES AGENCY

### CALIFORNIA CONSERVATION CORPS

PS

230	132
FUNCTIONAL CATEGORY	ADMINISTRATIVE PUBLICATION

## POLICY STATEMENT

September 10, 1984  
EFFECTIVE DATE

**Subject:** EMPLOYEE OPPORTUNITY TRANSFER PROCEDURES

1. RESCISSIONS/SUPERSESSIONS. None
2. PURPOSE. The following Employee Opportunity Transfer (EOT) procedures have been developed in accordance with the CAUSE employee agreement:  

The CCC may fill vacant positions covered by the CAUSE agreement according to the needs of the department. This includes filling positions through the use of existing eligible or promotional lists, involuntary transfers, reassignments, Training & Development Assignments, or any other selection method approved by the Department of Personnel Administration.

The current Cause agreement also offers another alternative to filling vacancies, the Employee Opportunity Transfer (EOT) process.

3. APPLICABILITY. This policy is applicable to CAUSE Bargaining Unit 7.
4. POLICY. See procedures below.

### PROCEDURES

1. Once every six months, February and August, all employees covered by the CAUSE agreement shall have the opportunity to apply for transfers to other center locations.
2. Employees shall submit their transfer requests to the CCC Personnel Office, attention: Personnel Transactions Supervisor.
3. Requests shall be submitted on the Employee Opportunity Transfer Application, CCC Form 128 (9/84) (attached).
4. Transfer requests shall be to permanent positions in the CCC within the employees current classification.
5. Employees shall not submit more than fifteen (15) EOT applications for separate locations during the open filing period.
6. EOT applications received after the final filing date will not be honored.
7. Employees must resubmit their EOT applications every six (6) months.
8. Use of the EOT process is voluntary on the part of the recruiting supervisor. However, once the supervisor decides to recruit using the EOT process, he/she shall select an employee from among the three (3) most senior employees who already has an EOT application to that location on file.

Seniority shall be based on department service by classification.

PROPONENT ORGANIZATIONAL UNIT: PERSONNEL/LABOR RELATIONS

Rel.  
9/12/84



- c. Is designed to transport 16 or more passengers, including the driver; or
- d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

C. This Agreement restates and describes certain of the Federal testing provisions and requirements. However, the State and CAUSE agree that the applicable Federal regulations shall be applied in their entirety, and as they are specifically set forth in the CFR.

## **II. DPA CONSORTIUM**

DPA will serve as the administrator for the consortium that will provide drug/alcohol testing services for the Federal testing program to State departments, other than the Department of Transportation. These contracted services will include urine collection, breath alcohol testing, laboratory services, and MRO services.

## **III. TYPES OF TESTING**

A. **Random Testing:** Each year, a number of drug tests that equals 50 percent of the employees in the DPA consortium will be conducted on employees who are randomly selected from the consortium. In addition, a number of alcohol tests that equals 25 percent of the number of employees in the DPA consortium will be conducted on employees who are randomly selected from the consortium. DPA will randomly select employee names using the HEIDI computer software program.

Employees will usually provide urine specimens (for drug tests) and take breath alcohol tests for the random testing program during normal work hours. Employees whose regularly scheduled work shift occurs outside of the designated collection sites' normal hours of operation may be held after shift to be tested, or the employing department may make arrangements to have them tested during their shift.

In no event shall an employee be called in for the purpose of participating in a random test while the employee is on vacation, regular days off, sick leave, compensating time off, or other leave status.

Procedures for collecting urine specimens shall safeguard individual privacy consistent with 49 CFR, Part 40, Section 40.25. Chain of custody procedures shall be maintained and shall be adhered to consistent with 49 CFR, Part 40, Section 40.25--40.29.

**B. Reasonable Suspicion:** Employees will be required to submit to a reasonable suspicion drug test and/or a breath alcohol test if the supervisor has reasonable suspicion to believe that the driver has violated the Federal requirements on the use of controlled substances and/or alcohol. A finding of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Supervisors who could be making a determination of reasonable suspicion must receive: 1) at least 60 minutes of training on alcohol misuse; and 2) at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

A CDL holder covered by this testing program is subject to reasonable suspicion testing for alcohol anytime the CDL holder is ready to perform, is immediately available to perform, is performing, or has just performed a safety-sensitive function. A CDL holder covered by this testing program is subject to reasonable suspicion tests for drugs anytime the CDL holder is on duty.

The basis for all reasonable suspicion determinations shall be documented as follows:

1. Preliminary documentation. Before the employee is sent to provide a urine specimen and/or take an alcohol breath test, the employee shall be given a preliminary, informal written statement that indicates why the employee is being sent to testing. The purpose of this is to give the employee a specific (i.e., describing specific observations leading to the reasonable suspicion determination) but concise summary of why he/she is being sent to testing. Because of the need to act quickly in these situations, these statements may not contain a complete narration of the observations and circumstances surrounding the decision to initiate a reasonable suspicion test.

2. Official reasonable suspicion documentation will be completed and made available to the employee within two working days after being asked to submit to testing. This will be a specific, written description of the observations concerning the employee's appearance, behavior, speech, or body odors that led to the decision to test. It will also list the dates, times and places of these observations, as well as the names of the observers. While the State intends to develop and use standard forms for this purpose, an official documentation will not be deemed to be out of compliance with these requirements simply because it is not presented on a standard form.

This documentation shall be completed before the person preparing it is aware of any positive drug test results.



3. The parties recognize that differences between the preliminary and official documentation may occur. Differences between the preliminary and official documentation may not, in and of themselves, compromise the integrity of an otherwise valid order to go for a reasonable suspicion drug test.

C. Post Accident: A driver who is in an accident involving a commercial vehicle shall be tested for alcohol and controlled substances if the following conditions exist:

1. The driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved the loss of human life; or
2. The driver received a citation under State or local law for a moving traffic violation arising from the accident, and the accident involved bodily injury requiring treatment away from the scene and/or resulted in damage to any vehicle that required the vehicle to be towed/transported away.
3. Nothing in this section shall be construed to require the delay of necessary medical attention following an accident.
4. The State shall conduct its own post accident tests, in addition to any tests performed by law enforcement agencies, unless it is not possible for the State agency to conduct a test within the federally prescribed time limits.

**D. Pre-Employment/Pre-Duty Testing:** A pre-employment/pre-duty controlled substance and alcohol test must be conducted before the first time a driver performs his/her first safety-sensitive function for the State. A driver must also take a pre-duty controlled substance and alcohol test when he/she transfers from a position not performing safety-sensitive functions to a position performing safety-sensitive functions as defined under the CFR. This also applies to a driver returning from a leave of absence for more than 30 calendar days due to illness, lay-off, injury, extended leaves, (paid or unpaid) etc., who has not remained in the controlled substance and alcohol testing program and, therefore, has not been subject to the random testing process. A negative test result is required prior to performing safety-sensitive functions.

There will be a uniform standard within each State Department for determining when absent employees are to remain in the testing pool.

A driver may be exempted from pre-employment/pre-duty testing if the State verifies his/her participation in and compliance with a Federal testing program under a prior employer, as specified in the Federal regulations.

**E. Return-to-Duty Testing:** Employees who have engaged in prohibited conduct under the Federal regulations must submit to and pass a return-to-duty test prior to performing safety-sensitive duties again.

**F. Follow-up Testing:** Following the Substance Abuse Professional's (SAP's) determination that the employee, has properly followed the SAP's recommendation for rehabilitation, the employee will be subject to a minimum of 6 unannounced follow-up alcohol and/or drug tests during the first 12 months following his/her return to work.

**IV. TESTING PROCESS**

**A. Drug Testing**

Following are the controlled substances (drugs) included in the Federal testing program, and the cutoff levels used in the tests for each of them. This information was current when this Agreement was signed but is subject to change by the Federal government.

<b>CONFIRMATORY SUBSTANCE</b>	<b>SCREENING CUTOFF</b>	<b>CONFIRMATORY CUTOFF</b>
Amphetamines/ Methamphetamine	1,000 nanogram per milliliter	500 nanogram per milliliter
Cannabinoids (Benzoylecgonine)	50 nanogram per milliliter	15 nanogram per milliliter
Cocaine	300 nanogram per milliliter	150 nanogram per milliliter
Opiates	300 nanogram per milliliter	300 nanogram per milliliter
Phencyclidine (PCP)	25 nanogram per milliliter	25 nanogram per milliliter

Drug testing shall be performed on a urine sample using an immunoassay screening test and gas chromatography/mass spectrometry confirmatory test for positive tests. The State shall use a SAMSHA-approved laboratory for these tests.

**B. Alcohol Testing**

Alcohol testing shall be performed by certified Breath Alcohol Technicians (BATs) using Federally-approved (NHTSA) evidentiary breath testing devices. For a positive test result with an alcohol level of 0.02 to 0.039, the employee may not be assigned to perform safety-sensitive functions for a period of 24 hours. For a positive test result with an alcohol level of 0.040 and above, the employee has violated 49 CFR.

**C. Urine Collection/Breath Testing Process**

Urine collection/breath alcohol testing services will generally be conducted in private clinical facilities. In addition, the State may utilize on-site (mobile) urine collection/breath alcohol testing services provided by private contractors. The State will specifically inform CAUSE of any situations in which State agencies plan to use their own staff and facilities to collect urine samples.

Time that is required for the employee to provide urine samples and take breath tests for the random, reasonable suspicion, post-accident, and follow-up testing programs shall be considered State work time. This shall be the time required to travel to the collection/testing site, the time involved in waiting for and completing the collection/testing process, and travel back to the employee's headquarters. If the employee returns to his/her home after the collection/testing process, that travel time, minus the employee's normal commute time from home to headquarters, shall also be work time. Pre-duty testing that is required because of the State-initiated assignment of commercial driving duties to an employee shall also be covered by this provision.

If urine collection/breath testing is not completed until after the completion of the employee's scheduled work day, or if the employee is to remain away from the worksite pending the outcome of the tests, the employing State agency shall ensure that the employee has a safe and reasonable way to get home.

When there are no other means available, the State will provide a safe and reasonable way home.

#### **D. Re-Tests**

For controlled substance tests, employees may request that a re-test, using the second portion of their split-sample urine specimen, be conducted at a NIDA-certified laboratory of their choice, provided they do it through the Medical Review Officer (MRO) who reviewed their laboratory results and make their request within 72 hours of receiving notice of the MRO's determination regarding the results of the first drug test. If the second test confirms the results of the first drug test, the employee will pay for the costs of the second test. If the re-test is done at the laboratory that is under contract with the State consortium, this cost will be equal to the rate specified in the contract with the laboratory for re-tests. If the second test indicates that the first test results were erroneous, the State will pay for the second test.

#### **E. Medical Review Officer Services**

All drug test results will be reviewed by a MRO, who, in turn, will report his/her finding to the State agency. MRO services will be provided by a licensed physician (medical doctor or doctor of osteopathy) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate drug test results.

An employee who tests positive will be interviewed by an MRO and be given an opportunity to provide medical information that the employee believes may have a bearing on the test results.

#### **F. Substance Abuse Professional Services**

All employee who test positive for drugs or alcohol must be evaluated by a SAP, as provided in the federal regulations, if they are to return to duty. These SAP services must be provided by a licensed physician (medical or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National

Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

At the State's discretion, the SAP will either be 1) a qualified individual who is part of a SAP network established by DPA or 2) a qualified individual selected and retained by the employee. When the employee retains his/her own qualified SAP, the State will pay up to \$350 for the required SAP services, based on the SAP's usual and customary charges, either by having the SAP bill the State, or by having the employee submit an expense claim.

The SAP will provide general information to the employer regarding the nature and severity of addiction or substance dependency, whether the employee has completed the prescribed rehabilitation program, and the number and frequency of follow-up tests. Any other information that is provided shall be consistent with State and Federal laws and codes of professional conduct.

G. All procedures used for urine collection (including that involving State staff and/or facilities), breath alcohol testing, laboratory analysis of urine specimens, medical review of test results, and SAP evaluations shall be in conformance with 49 CFR Part 40 and 49 CFR Part 382, et al. as they now exist, or may exist in the future.

## **V. EMPLOYEE RIGHTS AND REPRESENTATION**

A. The collection of a urine specimen and the administration of a breath test are not, in themselves, investigative interviews that would trigger an employee right to representation.

B. The State shall grant employee requests for representation during the urine /breath alcohol testing processes when there is reasonable suspicion testing and it can be done without delaying the testing process or causing operational difficulties for the State.

C. In addition, employees have the right to representation at any investigative interview that could lead to a decision by the State to take adverse action. Notwithstanding subsection A, this includes any such interviews that occur in conjunction with the urine sample collection/breath testing process.

D. Employees also have the right to representation in any discussion with the MRO except that the inability of the employee to arrange for such representation may not delay the conversation beyond 5 days after the earliest of the following: a) being contacted by the MRO; or b) being contacted by the State and ordered to contact the MRO; or c) not being available for employer contact after a good faith effort on the employer's part. If the employee fails to arrange for representation, the employee may either discuss the findings of the lab results with the MRO or decline to do so; in either case, the MRO will proceed to issue a determination regarding the results of the drug test. Conversations between the MRO and the tested employee will be by telephone in all or nearly all cases. In no case, shall the testing and review process be delayed.

## **VI. RECORDS AND REPORTS**

A. The State will keep all drug testing records (in its possession) that identify or pertain to individual employees confidential, releasing information only according to Federal regulations, State rule, or as expressly authorized by the employee in writing. Records of all positive tests will be maintained for a minimum of five years.

B. Employees will receive a copy of the custody and control form certified by the MRO as to the results of all drug tests ordered by the State. Upon written request to the State, the State will send the employee copies of any and all documents that the State has in its possession and that relate to the employee's drug test, including laboratory results, reasonable suspicion documentation, MRO reports, and disciplinary reports. This material will be released to the employee's representative only upon the written request of the employee.

C. Statistical information about the drug testing program that cannot be used to identify particular individuals is not confidential.

D. Supervisory and/or employee drug training records are not confidential, even though they may contain the names of employees who have attended drug-related training sessions.

## **VII. EMPLOYEE CONFORMANCE WITH FEDERAL REQUIREMENTS**

A. All commercial drivers in Unit 7 are expected to comply with the requirements set forth in 49 CFR Parts 40 and 382 et al. Failure to provide a breath sample, refusing to take a required drug test, or engaging in any other conduct that obstructs the testing process shall be considered an offense subject to the formal disciplinary process. Any violation of the Federal requirements including but not limited to testing positive may be the basis for formal disciplinary action, up to and including dismissal.

B. Employees who use prescription medications or over-the-counter medications, which may render them unable to perform their regularly assigned duties safely, must report such use to their supervisor. This includes any medication with a label that warns against driving or operating equipment. In such instances, the State may reassign the employee to non safety-sensitive duties.

## **VIII. TEMPORARY LOSS OF A COMMERCIAL DRIVERS LICENSE**

Employees whose CDL has been revoked, suspended, restricted, or affected by any other action that would limit or restrict the employee's ability to perform safety-sensitive functions shall report such loss to their supervisor their first day of work after losing the license.

## **IX. CONFLICT RESOLUTION**

Any disputes arising from the interpretation or application of Federal Regulations 49 CFR Part 382, et al. and 49 CFR Part 40 shall not be subject to the grievance and arbitration process.

A. When CAUSE believes that the CFR provisions are being improperly interpreted or applied by a State agency having commercial drivers, or the testing process is being improperly conducted, it may provide written notice of this to DPA. Within 30 days of receiving such a notice, DPA shall investigate the alleged improper interpretations or allegations and shall report its findings and any actions back to CAUSE.

B. In any conflicts between the CFR and this Agreement, the CFR shall prevail. When such a conflict arises, DPA shall do all of the following:

1. Provide written notice to CAUSE, describing the conflict and referencing the specific CFR section(s) from which it arises.
2. Upon the written request of CAUSE, DPA shall seek a written interpretation from the Federal government regarding any of the referenced CFR provisions that cannot be readily interpreted on their face. This shall not suspend or delay testing, or related practices, that the State believes are necessary to comply with the CFR.
3. When DPA receives such written interpretations from the Federal government, it will share them with CAUSE and change its testing practices, as necessary, to conform with the Federal interpretation.

C. Should any Federal rule or regulation be enacted, altered, or formally interpreted by the Federal Department of Transportation which creates a conflict with the terms or conditions of this Agreement, the remainder of this Agreement will remain in force. Upon occurrence of such an event, DPA shall provide written notice to CAUSE describing the conflict and referencing the specific CFR section(s) from which it arises and the sections of this Agreement with which it conflicts. Upon occurrence of such an event, the parties will meet and confer as soon as practical to renegotiate the invalidated provisions and/or their impact on the unit members.

D. Nothing in this agreement shall be deemed to supersede any rights an employee may have under State or Federal law regarding disciplinary actions.

## **ATTACHMENT #G – Canine Handlers – DOJ**

The Association of Special Agents (ASA), the California Union of Safety Employees (CAUSE), the Department of Justice and the State agree Special Agents and Special Agent Supervisors assigned as “Canine Handlers” are covered by this agreement. The canine is the property of the Department of Justice (DOJ). The housing of and the time spent in the use, care and maintenance of the canines are subject to the Department’s operational needs and management controls. This agreement is not a change in past practice, the terms and conditions of employment (including travel) embodied in the expired contract or the Special Agent/Special Agent Supervisor Side Letter and its implementing memorandum dated March 11, 1992 except as follows:

A. Seniority will not be a criteria in filling the voluntary assignment of canine handler.

B. The canine handler assignment is for a minimum of three (3) years. Exceptions to a three (3) year assignment (due to operational needs, employee hardship, canine problems, disciplinary circumstances, budget constraints, etc.) will be decided by management on a case by case basis.

C. The canine handler will work the same work week as Special Agents/Special Agent Supervisors except as noted in this agreement.

D. Time spent by the canine handler for work in narcotic interdiction (through use of a canine or otherwise), law enforcement canine training/retraining, or related law enforcement work (i.e. typical agent duties, etc.), is compensable at the handler's normal rate of pay or overtime rate of pay as applicable.

#### E. Canine Care

1. Canine care is consider to mean bathing, brushing, exercising, feeding, grooming, related cleaning of the dog's kennel or transport vehicle, and similar activities performed by the canine handler. Care also includes time spent in administering vitamins, drugs or medicine necessary to maintain the health and care for illness of the canine and/or medicine necessary to maintain the health and care for illness of the canine and/or transporting the canine to and from an animal hospital or veterinarian.

2. The established standard amount of time for canine care will average one-half (1/2) of an hour per day, seven (7) days a week. Any time needed to care for the canine in addition to this standard three and one-half (3 ½ ) hours per work week must be justified to and approved by management in advance.

3. The Department is availing itself of the Fair Labor Standard's Act's (FLSA) "7K" Exemption which permits up to 43 hours per work week to be paid at straight time rate. Normally the canine care as described in item 2 above will be completed during the normal 43 hour work week. The three and one-half (3 ½ ) hours per week necessary for canine care will be part of the canine handler's work week. Management has the right to flex a canine handler's work schedule in order to avoid overtime due to time spent by the handler for canine care (e.g., a handler may be scheduled for a seven and one-half (7 ½ ) hour work day, using the one-half (½) hour for canine care to complete an eight (8) hour day for five days of the work week. The additional canine care time, for that work week, of one (1) hour will be part of the handler's forty-three (43) hour work week and paid at straight time). Further, if management has approved canine care time in addition to the three and one-half (3 ½) hours (e.g., for an emergency trip to and from a veterinarian or animal hospital), management has the right to flex the handler's work schedule in order to avoid overtime.

F. Subject to management's advance approval, DOJ will purchase, arrange for direct billing to the Department, reimburse the handler, or whatever is deemed the most cost effective method of payment for DOJ by management, for the following:

1. A dog house and fencing materials for a small kennel area at the handler's residence,
2. Rubber mats, a cage and other items necessary to ensure the safe transportation of the canine within the handler's assigned State vehicle,
3. Veterinarian costs,
4. Miscellaneous items such as a leash, collar, water/food bowls, grooming aids, medicines, vitamins, bedding materials, etc., and
5. Food.
6. Before obtaining any canine related items not specified herein, the handler shall have management's advance approval.

This agreement shall continue until superseded by a contract between the State and CAUSE.



# Salary Schedule

11/16/99	PDC0089C	07 - PROTECTIVE SERVICES AND PUBLIC SAFETY		7/1/99	9/1/00	INCREASE	MMG
		SCHEMATIC	CLASS	A/R	MINIMUM	MAXIMUM	
					MINIMUM	MAXIMUM	
AIRCRAFT PILOT, DEPARTMENT OF JUSTICE		0J79	8330		3854.00	4462.00	2
ARSON AND BOMB INVESTIGATOR		VY85	8997		4075.00	4913.00	2
ARSON AND BOMB INVESTIGATOR ASSISTANT		VY86	8894	A	3540.00	3888.00	2
				B	3712.00	4471.00	2
ASSOCIATE CORPORATIONS INVESTIGATOR		VJ70	8571		3984.00	4807.00	2
ASSOCIATE INSURANCE INVESTIGATOR		VJ69	8576		3984.00	4807.00	2
ASSOCIATE INSURANCE POLICY OFFICER		VJ40	8562	A	3866.00	4666.00	2
				B	4245.00	5123.00	2
BACKCOUNTRY TRAILS CAMP SUPERVISOR, CALIFORNIA CONSERVATION CORPS		BZ97	1030		3850.00	4642.00	4C
BRAND INSPECTOR		AP50	0303		2536.00	3018.00	2
CALIFORNIA POLICE OFFICER		VC32	8464		3298.00	3788.00	2
CALIFORNIA POLICE SERGEANT		VC30	8359	A	3606.00	4343.00	2
				S	3606.00	4343.00	2
CAPTAIN FIREFIGHTER/SECURITY OFFICER		VZ25	8989		3157.00	3804.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WAG
COMMUNICATIONS OPERATOR							
CR90	1670	A	2278.00	2769.00	2369.00	2880.00	2
		B	2578.00	3132.00	2681.00	3257.00	2
COMMUNICATIONS OPERATOR I, CALIFORNIA HIGHWAY PATROL							
CR75	1664		2278.00	2769.00	2369.00	2880.00	2
COMMUNICATIONS OPERATOR II, CALIFORNIA HIGHWAY PATROL							
CR70	1663		2578.00	3132.00	2681.00	3257.00	2
CONSERVATIONIST I (ENERGY), CALIFORNIA CONSERVATION CORPS							
BZ99	9557		2730.00	3282.00	2839.00	3413.00	2
CONSERVATIONIST I, CALIFORNIA CONSERVATION CORPS							
BZ96	1029	A	2128.00	2513.00	2213.00	2614.00	2
		B	2730.00	3282.00	2839.00	3413.00	2
CONSERVATIONIST II, CALIFORNIA CONSERVATION CORPS							
BZ93	1003		3521.00	4245.00	3662.00	4415.00	2
CONSERVATIONIST II, NURSERY, CALIFORNIA CONSERVATION CORPS							
BZ95	7370		3521.00	4245.00	3662.00	4415.00	2
CONSUMER PROTECTION ASSISTANT							
VM30	8636		2462.00	2930.00	2560.00	3047.00	2
COORDINATOR (FIRE AND RESCUE SERVICES)							
UG30	8188		4448.00	5372.00	4626.00	5587.00	2
COORDINATOR (RADIOLOGICAL), OFFICE OF EMERGENCY SERVICES							
U085	8123		4053.00	4886.00	4215.00	5081.00	2
COORDINATOR -COMMUNICATIONS- O.E.S.							
U050	8115		4053.00	4886.00	4215.00	5081.00	2
COORDINATOR -LAW ENFORCEMENT- O.E.S.							
UE30	8122		4145.00	5003.00	4311.00	5203.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		HWG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
CORPORATIONS INVESTIGATOR							
VJ72	8570	A	2960.00	3396.00	3078.00	3532.00	2
		B	3305.00	3984.00	3437.00	4143.00	2
		C	3630.00	4371.00	3775.00	4546.00	2
COSMETOLOGY EXAMINER I							
VU60	8818		2930.00	3521.00	3047.00	3662.00	2
CRIMINAL IDENTIFICATION AND INTELLIGENCE ASSISTANT							
VE40	8471		1969.00	2122.00	2048.00	2207.00	2
CRIMINAL IDENTIFICATION SPECIALIST I							
VE35	8462		2462.00	2930.00	2560.00	3047.00	2
CRIMINAL IDENTIFICATION SPECIALIST II							
VE25	8456		2930.00	3521.00	3047.00	3662.00	2
CRIMINAL INTELLIGENCE SPECIALIST I							
VD85	8443		2462.00	2930.00	2560.00	3047.00	2
CRIMINAL INTELLIGENCE SPECIALIST II							
VD75	8440		2930.00	3521.00	3047.00	3662.00	2
CRIMINAL INTELLIGENCE SPECIALIST III							
VD65	8439		3207.00	3866.00	3335.00	4021.00	2
CRIMINALIST							
VF30	8466	A	2571.00	3012.00	2674.00	3132.00	2
		B	3364.00	4154.00	3499.00	4320.00	2
		C	4053.00	5008.00	4215.00	5208.00	2
DAIRY FOODS SPECIALIST							
AY35	0625	A	2885.00	3465.00	3000.00	3604.00	2
		B	3305.00	3984.00	3437.00	4143.00	2
		C	3630.00	4371.00	3775.00	4546.00	2
DEPUTY COMMISSIONER I, DEPARTMENT OF REAL ESTATE							
VO60	8778	A	2540.00	2891.00	2642.00	3007.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		HWG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
DEPUTY COMMISSIONER I, DEPARTMENT OF REAL ESTATE							
V060	8778	B	2960.00	3396.00	3078.00	3532.00	2
		C	3305.00	3984.00	3437.00	4143.00	2
DEPUTY COMMISSIONER II, DEPARTMENT OF REAL ESTATE							
V050	8777		3630.00	4371.00	3775.00	4546.00	2
DEPUTY COMMISSIONER III, DEPARTMENT OF REAL ESTATE							
V045	8774		3984.00	4807.00	4143.00	4999.00	2
DEPUTY REGISTRAR OF CONTRACTORS I							
V590	8793	A	2467.00	2810.00	2566.00	2922.00	2
		B	2871.00	3299.00	2986.00	3431.00	2
		C	3207.00	3866.00	3335.00	4021.00	2
DEPUTY REGISTRAR OF CONTRACTORS II							
V580	8792		3521.00	4245.00	3662.00	4415.00	2
DEPUTY STATE FIRE MARSHAL							
VY91	9086	A	3540.00	3888.00	3682.00	4044.00	2
		B	3712.00	4471.00	3860.00	4650.00	2
DEPUTY STATE FIRE MARSHALL III (SPECIALIST)							
VY72	9013		4471.00	5401.00	4650.00	5617.00	2
DISTRICT REPRESENTATIVE APPRENTICE, HOUSING AND COMMUNITY DEVELOPMENT							
VX94	9022	A	2560.00	2560.00	2662.00	2662.00	2
		B	2668.00	2668.00	2775.00	2775.00	2
		C	2782.00	2782.00	2893.00	2893.00	2
		D	2915.00	2915.00	3032.00	3032.00	2
DISTRICT REPRESENTATIVE I, DIVISION OF CODES AND STANDARDS							
VX92	8960		3712.00	4471.00	3860.00	4650.00	2
DISTRICT REPRESENTATIVE II, DIVISION OF CODES AND STANDARDS							
VX90	8958		4075.00	4913.00	4238.00	5110.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		HWG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
EMERGENCY MANAGEMENT COORDINATOR/INSTRUCTOR I, OFFICE OF EMERGENCY SERVICES							
UH70	2880		4270.00	5151.00	4441.00	5357.00	4C
EMERGENCY MANAGEMENT COORDINATOR/INSTRUCTOR II, OFFICE OF EMERGENCY SERVICES							
UH60	2881		4688.00	5662.00	4876.00	5888.00	4C
EMERGENCY NOTIFICATION CONTROLLER, OFFICE OF EMERGENCY SERVICES							
UD60	8116		3137.00	3772.00	3262.00	3923.00	2
EMERGENCY SERVICES COORDINATOR, OFFICE OF EMERGENCY SERVICES							
UA30	4926	A	3207.00	3866.00	3335.00	4021.00	2
		B	3866.00	4666.00	4021.00	4853.00	2
EMERGENCY SERVICES PROJECT SPECIALIST I --VARIOUS PROJECTS--							
UH30	9205		3691.00	4448.00	3839.00	4626.00	2
EMERGENCY SERVICES PROJECT SPECIALIST II --VARIOUS PROJECTS--							
UH20	8206		4053.00	4886.00	4215.00	5081.00	2
EMERGENCY SERVICES PROJECT SPECIALIST III --VARIOUS PROJECTS--							
UH10	8207		4343.00	5242.00	4517.00	5452.00	2
EXAMINER IN BARBERING							
VU90	8828		2930.00	3521.00	3047.00	3662.00	2
EXAMINER IN ELECTROLOGY							
VU70	8819		2930.00	3521.00	3047.00	3662.00	2
FIELD REPRESENTATIVE BOARD OF FUNERAL DIRECTORS AND EMBALMERS							
VU40	8886		3364.00	4053.00	3499.00	4215.00	2
FIELD REPRESENTATIVE, BUREAU OF ELECTRONIC AND APPLIANCE REPAIR							
VU30	8836		3630.00	4371.00	3775.00	4546.00	2
FIELD REPRESENTATIVE, DEPARTMENT OF JUSTICE							
VD61	8519		3866.00	4666.00	4021.00	4853.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HWG
FIRE FIGHTER							
VZ30	8979		2695.00	3238.00	2803.00	3368.00	2
FIRE SERVICE TRAINING SPECIALIST							
VE85	9087	A B	3540.00 3712.00	3888.00 4471.00	3682.00 3860.00	4044.00 4650.00	2 2
FIRE SERVICE TRAINING SPECIALIST III							
VZ70	9090		4471.00	5401.00	4650.00	5617.00	2
FIREFIGHTER/SECURITY OFFICER							
VZ35	8990		2885.00	3465.00	3000.00	3604.00	2
FISH AND GAME PATROL LIEUTENANT (SPECIALIST)							
V880	8005		3707.00	4463.00	3855.00	4642.00	2
FISH AND GAME WARDEN CADET							
V894	8486		2585.00	3077.00	2688.00	3200.00	2
FISH AND GAME WARDEN, DEPARTMENT OF FISH AND GAME							
V890	8421	A B	2769.00 3315.00	3315.00 3994.00	2880.00 3448.00	3448.00 4154.00	2 2
FLUID MILK TESTING COORDINATOR							
AY25	0418		3630.00	4371.00	3775.00	4546.00	2
FOOD AND DRUG INVESTIGATOR							
VX20	1589	A B	2595.00 3305.00	2960.00 3984.00	2699.00 3437.00	3078.00 4143.00	2 2
FOOD AND DRUG PROGRAM SPECIALIST							
VW60	9028		4688.00	5662.00	4876.00	5888.00	4C
FOOD TECHNOLOGY SPECIALIST							
VX30	9007		4175.00	5032.00	4342.00	5233.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99		9/1/00		INCREASE MAXIMUM	WHG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM		
FRAUD INVESTIGATOR, DEPARTMENT OF INSURANCE								
VL95	7539	A	3180.00	3651.00	3307.00	3797.00	2	2
		B	3630.00	4371.00	3775.00	4546.00	2	2
		C	3984.00	4807.00	4143.00	4999.00	2	2
HIGHWAY OUTDOOR ADVERTISING INSPECTOR								
VV40	8851		2513.00	2997.00	2614.00	3117.00	2	2
HOSPITAL POLICE OFFICER								
VC48	1937		2815.00	3384.00	2928.00	3519.00	2	2
INSPECTOR I DEPARTMENT OF CONSUMER AFFAIRS								
VM10	8834		2462.00	2930.00	2560.00	3047.00	2	2
INSPECTOR II DEPARTMENT OF CONSUMER AFFAIRS								
VV90	8833		2797.00	3364.00	2909.00	3499.00	2	2
INSPECTOR, DEPARTMENT OF MOTOR VEHICLES								
VM15	8829	A	2462.00	2930.00	2560.00	3047.00	2	2
		B	2797.00	3364.00	2909.00	3499.00	2	2
INSURANCE INVESTIGATOR								
VJ67	8575	A	2540.00	2891.00	2642.00	3007.00	2	2
		B	3305.00	3984.00	3437.00	4143.00	2	2
		C	3630.00	4371.00	3775.00	4546.00	2	2
INSURANCE POLICY OFFICER								
VJ50	8564	A	2741.00	3299.00	2851.00	3431.00	2	2
		B	3006.00	3621.00	3126.00	3766.00	2	2
		C	3621.00	4366.00	3766.00	4541.00	2	2
		D	3972.00	4792.00	4131.00	4984.00	2	2
INVESTIGATION SPECIALIST I, FRANCHISE TAX BOARD								
J179	8593	A	3888.00	4688.00	4044.00	4876.00	2	2
		B	4270.00	5151.00	4441.00	5357.00	2	2
INVESTIGATION SPECIALIST II (TECHNICAL), FRANCHISE TAX BOARD								
J175	8591		4688.00	5662.00	4876.00	5888.00	4C	4C

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WWG
INVESTIGATOR ASSISTANT							
VJ25	8554		2434.00	2766.00	2531.00	2877.00	2
INVESTIGATOR I, ALCOHOLIC BEVERAGE CONTROL							
VP82	7554	A	3109.00	3566.00	3233.00	3709.00	2
		B	3469.00	4183.00	3608.00	4350.00	2
INVESTIGATOR I, FAIR POLITICAL PRACTICES COMMISSION							
VK30	8763		3305.00	3984.00	3437.00	4143.00	2
INVESTIGATOR II, ALCOHOLIC BEVERAGE CONTROL							
VP81	7555		3812.00	4590.00	3964.00	4774.00	2
INVESTIGATOR II, FAIR POLITICAL PRACTICES COMMISSION							
VK20	8764		3630.00	4371.00	3775.00	4546.00	2
INVESTIGATOR III (SPECIALIST), FAIR POLITICAL PRACTICES COMMISSION							
VK60	8761		3984.00	4807.00	4143.00	4999.00	2
INVESTIGATOR TRAINEE, ALCOHOLIC BEVERAGE CONTROL							
VP83	7553		2434.00	2766.00	2531.00	2877.00	2
INVESTIGATOR, DEPARTMENT OF CONSUMER AFFAIRS							
VI95	8594	A	2960.00	3396.00	3078.00	3532.00	2
		B	3305.00	3984.00	3437.00	4143.00	2
		C	3630.00	4371.00	3775.00	4546.00	2
LABOR STANDARDS INVESTIGATOR							
WQ21	9506		3772.00	4553.00	3923.00	4735.00	2
AGENT PRINT ANALYST I							
VF33	8460		3371.00	4072.00	3506.00	4235.00	2
AGENT PRINT ANALYST II							
VF32	8472		4072.00	4909.00	4235.00	5105.00	2



11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	MMG
LICENSING REPRESENTATIVE, ALCOHOLIC BEVERAGE CONTROL							
KC55	3063		2690.00	3271.00	2798.00	3402.00	2
LICENSING-REGISTRATION EXAMINER, DEPARTMENT OF MOTOR VEHICLES							
VS50	8758		2462.00	2930.00	2560.00	3047.00	2
LIEUTENANT FISH AND GAME PATROL BOAT							
VB70	8416		3707.00	4463.00	3855.00	4642.00	2
LIFEGUARD							
BS40	0992	A B	2646.00 3150.00	3150.00 3787.00	2752.00 3276.00	3276.00 3938.00	2 2
LIFEGUARD I (SEASONAL)							
BS50	0993		11.89	12.83	12.36	13.34	2
LIFEGUARD II (SEASONAL)							
BS35	0990		13.73	14.96	14.27	15.55	2
LITIGATION SPECIALIST I, CALTRANS							
WR26	6328	A B	2658.00 3287.00	3013.00 3952.00	2764.00 3418.00	3134.00 4110.00	2 2
LITIGATION SPECIALIST II, CALTRANS							
WR27	6329		3764.00	4542.00	3915.00	4724.00	2
LIVESTOCK INSPECTOR							
AT85	0823	A B	2536.00 2885.00	3018.00 3465.00	2637.00 3000.00	3139.00 3604.00	2 2
LOTTERY AGENT							
VJ57	8602		3812.00	4590.00	3964.00	4774.00	2
MARINE TERMINAL SAFETY INSPECTOR							
VW20	8880		3521.00	4245.00	3662.00	4415.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
MARINE TERMINAL SAFETY SPECIALIST	VM25	8889		4053.00	4886.00	4215.00	5081.00	2
MEASUREMENT STANDARDS SPECIALIST I	AJ70	0108		2555.00	3060.00	2657.00	3182.00	2
MEASUREMENT STANDARDS SPECIALIST II	AJ60	0107		2923.00	3511.00	3040.00	3651.00	2
MOTOR CARRIER SPECIALIST I, CALIFORNIA HIGHWAY PATROL	IH80	3930		3282.00	3955.00	3413.00	4113.00	2
MUSEUM SECURITY OFFICER	VC90	1992		2536.00	3018.00	2637.00	3139.00	2
OIL SPILL PREVENTION ASSISTANT	VM36	7850		3521.00	4245.00	3662.00	4415.00	2
OIL SPILL PREVENTION SPECIALIST	VM37	7851		4053.00	4886.00	4215.00	5081.00	2
PEACE OFFICER I, DEVELOPMENTAL CENTER	VC50	1954		2815.00	3384.00	2928.00	3519.00	2
PHOTO-ELECTRONICS SPECIALIST DEPARTMENT OF JUSTICE	QQ30	6919		3691.00	4245.00	3839.00	4415.00	2
PIPELINE SAFETY ENGINEER	VY61	2278	A B C	3204.00 3364.00 4053.00	3532.00 4053.00 4886.00	3332.00 3499.00 4215.00	3673.00 4215.00 5081.00	2 2 2
POLYGRAPH EXAMINER	VF34	8459		4343.00	5242.00	4517.00	5452.00	2
POOL LIFEGUARD	BS45	0995		2128.00	2513.00	2213.00	2614.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

	SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		MMG
				MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
POOL LIFEGUARD -SEASONAL-								
	BS49	0994		9.19	10.62	9.55	11.04	2
PROGRAM REPRESENTATIVE I, DEPARTMENT OF CONSUMER AFFAIRS								
	VU35	6840		3630.00	4371.00	3775.00	4546.00	2
PROGRAM REPRESENTATIVE II (SPECIALIST), DEPARTMENT OF CONSUMER AFFAIRS								
	VU36	6823		3984.00	4807.00	4143.00	4999.00	2
PROGRAM REPRESENTATIVE III (SPECIALIST), DEPARTMENT OF CONSUMER AFFAIRS								
	VU38	7913		4371.00	5275.00	4546.00	5486.00	2
QUANTITY CONTROL SPECIALIST I								
	AK65	0632	A B	2741.00 3151.00	3299.00 3793.00	2851.00 3277.00	3431.00 3945.00	2 2
QUANTITY CONTROL SPECIALIST II								
	AK60	0128		3621.00	4366.00	3766.00	4541.00	2
QUESTIONED DOCUMENT EXAMINER I								
	VF35	8474	A B	2610.00 3437.00	3171.00 4145.00	2714.00 3574.00	3298.00 4311.00	2 2
QUESTIONED DOCUMENT EXAMINER II								
	VF40	8475		4343.00	5242.00	4517.00	5452.00	2
REGIONAL COORDINATOR, WESTERN STATES INFORMATION NETWORK								
	KC40	5505		3764.00	4542.00	3915.00	4724.00	2
SCHOOL PUPIL TRANSPORTATION SAFETY COORDINATOR								
	VQ05	8679		2997.00	3604.00	3117.00	3748.00	2
SECURITY OFFICER I, DEPARTMENT OF JUSTICE								
	VC72	1960		2571.00	3071.00	2674.00	3194.00	2
SENIOR BRAND INSPECTOR								
	AP30	4429		2885.00	3465.00	3000.00	3604.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		MMG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
SENIOR CRIMINALIST							
VF20	8478		4448.00	5506.00	4626.00	5726.00	2
SENIOR EMERGENCY SERVICES COORDINATOR, OFFICE OF EMERGENCY SERVICES							
UA60	8085		4245.00	5123.00	4415.00	5328.00	2
SENIOR FOOD AND DRUG INVESTIGATOR							
VH80	9039		3697.00	4460.00	3845.00	4638.00	2
SENIOR INVESTIGATOR, DEPARTMENT OF CONSUMER AFFAIRS							
VI96	8595		3984.00	4807.00	4143.00	4999.00	2
SENIOR LIVESTOCK INSPECTOR (SPECIALIST)							
AT94	0825		3207.00	3866.00	3335.00	4021.00	2
SENIOR PHOTO-ELECTRONICS SPECIALIST DEPARTMENT OF JUSTICE							
QQ35	6921		4053.00	4886.00	4215.00	5081.00	4C
SENIOR SPECIAL INVESTIGATOR							
VI90	8550		3630.00	4371.00	3775.00	4546.00	2
SENIOR SPECIAL INVESTIGATOR, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES							
VI92	8558		3630.00	4371.00	3775.00	4546.00	2
SERGEANT, STATE FAIR POLICE							
VC62	1946		3235.00	3897.00	3364.00	4053.00	2
SPECIAL AGENT SUPERVISOR, DEPARTMENT OF JUSTICE							
VG45	8524		4688.00	5804.00	4876.00	6036.00	2
SPECIAL AGENT TRAINEE, DEPARTMENT OF JUSTICE							
VG15	8514		2532.00	3008.00	2633.00	3128.00	2
SPECIAL AGENT, DEPARTMENT OF JUSTICE							
VG25	8482	A	2960.00	3481.00	3078.00	3620.00	2
		B	3540.00	4377.00	3682.00	4552.00	2
		C	4270.00	5280.00	4441.00	5491.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		HMG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
SPECIAL INVESTIGATOR I							
VJ11	8553	A	2960.00	3396.00	3078.00	3532.00	2
		B	3305.00	3984.00	3437.00	4143.00	2
SPECIAL INVESTIGATOR I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES							
VJ12	8557	A	2955.00	3396.00	3073.00	3532.00	2
		B	3305.00	3984.00	3437.00	4143.00	2
STATE FAIR POLICE OFFICER							
VC64	1945		3094.00	3553.00	3218.00	3695.00	2
STATE FAIR POLICE OFFICER (SEASONAL)							
VC66	1949		2904.00	3332.00	3020.00	3465.00	2
STATE FIRE MARSHAL TRAINEE							
VY87	8980		3245.00	3557.00	3375.00	3699.00	2
STATE PARK CADET (LIFEGUARD)							
8542	1916		2540.00	3012.00	2642.00	3132.00	2
STATE PARK RANGER							
BR70	0983	A	2646.00	3150.00	2752.00	3276.00	2
		B	3150.00	3787.00	3276.00	3938.00	2
STATE PARK RANGER -INTERMITTENT-							
BR72	0984		14.01	15.93	14.57	16.56	2
STATE PARK RANGER CADET							
BR78	1915		2540.00	3012.00	2642.00	3132.00	2
STATE SECURITY OFFICER							
VC95	8358		2571.00	3071.00	2674.00	3194.00	2
STRUCTURAL PEST CONTROL BOARD SPECIALIST							
VV80	8831		3067.00	3691.00	3190.00	3839.00	2

11/16/99 PDC0089C

07 - PROTECTIVE SERVICES AND PUBLIC SAFETY

SCHEMATIC	CLASS	A/R	7/1/99		9/1/00		HKG
			MINIMUM	INCREASE MAXIMUM	MINIMUM	INCREASE MAXIMUM	
SUPERVISING MUSEUM SECURITY OFFICER							
VC85	1988	A	2754.00	3305.00	2864.00	3437.00	2
		S	2756.00	3307.00	2866.00	3439.00	2
WARDEN-PILOT DEPARTMENT OF FISH AND GAME							
VB40	8410		4384.00	5284.00	4559.00	5495.00	2

**Signature Page**

Bargaining Unit 7  
Protective Services and Public Safety  
07/01/99 through 06/30/01

Date: \_\_\_\_\_

**STATE OF CALIFORNIA**

**CAUSE**

\_\_\_\_\_  
WAYNE HEINE  
Chief Negotiator  
Department of Personnel Administration

\_\_\_\_\_  
GARY MESSING  
Chief Negotiator

\_\_\_\_\_  
BRIAN LEAR  
Department of Mental Health

\_\_\_\_\_  
ALAN BARCELONA  
CAUSE President

\_\_\_\_\_  
BRUCE ARBUCKLE  
Department of Motor Vehicles

\_\_\_\_\_  
WALT WITT  
Negotiations Chairman

\_\_\_\_\_  
DAN OLIVER  
Department of Justice

**OTHER CAUSE NEGOTIATION TEAM  
MEMBERS**

ILEEN POE  
JOSIE HODSON  
RON BROWN

\_\_\_\_\_  
DEE UHLIK  
California Highway Patrol

\_\_\_\_\_  
DIANE NAVARRO  
California Conservation Corp

\_\_\_\_\_  
MARGIE POPOFF  
Department of Parks and Recreation

\_\_\_\_\_  
RAY HERNANDEZ  
Department of Fish and Game

\_\_\_\_\_  
WAYNE KURAHARA  
Department of Personnel Administration