



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
**UNFAIR PRACTICE CHARGE**

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

If so, Case No.

NO

1. CHARGING PARTY:

EMPLOYEE

EMPLOYEE ORGANIZATION

EMPLOYER

PUBLIC<sup>1</sup>

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of  
person filing charge:

Telephone number:

E-mail Address:

e. Bargaining unit(s)  
involved:

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

EMPLOYER

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of  
agent to contact:

Telephone number:

E-mail Address:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

**5. GRIEVANCE PROCEDURE**

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes                      No                      Unknown

**6. STATEMENT OF CHARGE**

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)

Ralph C. Dills Act (Gov. Code, § 3512 et seq.)

Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)

Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)

One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)

The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)

Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)

Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Unknown

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge)**:

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)* See attached

**DECLARATION**

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on \_\_\_\_\_ (Date)

at \_\_\_\_\_ (City and State)

\_\_\_\_\_  
(Type or Print Name and Title, if any)

\_\_\_\_\_  
(Signature)

Mailing Address:

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**ATTACHMENT “A”  
TO UNFAIR PRACTICE CHARGE  
PERB Case No. Unassigned**

**1(a). Charging Party**

**Full Name:**

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its designated Local Union, The California Association of Professional Scientists (CAPS), Local 1115, UAW. Hereinafter “CAPS-UAW, 1115.”

**6(d). Statement of Conduct Constituting an Unfair Practice Charge**

**I. Introduction and Summary of Charges**

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its designated Local Union, The California Association of Professional Scientists (CAPS), Local 1115, UAW (“CAPS-UAW, 1115” or “CAPS-UAW,” or “Union”) is the exclusive bargaining representative for matters within the scope of representation for all 6,038 employees in Bargaining Unit 10, Professional Scientific Employees as certified by PERB in Case No. SA-AC-88-S.

As the exclusive bargaining representative of BU 10 employees, CAPS-1115 and its members are owed rights under the Dills Act (“Dills” or “the Act”) that have been violated by the Governor’s issuance of Executive Order N-22-25 (Exhibit A). Further, as a representative of supervisors and managers protected by the Excluded Employees Bill of Rights (“EEBR”), the union and its members’ rights were violated under the EEBR as well. This Unfair Practice Charge alleges that by issuing this executive order, the State of California violated sections 3517 and 3519 (a-c) of the Dills Act. Additionally, the Union also alleges that sections 3532 and 3533 of the EEBR were violated. In relevant part, paragraph 1 of the order states: “All agencies and departments subject to my authority that provide telework as an option for employees shall implement a hybrid telework policy with a default minimum of four in-person days per work week, with case-by-case exceptions available as provided in Paragraph 2, effective July 1, 2025.” This EO unilaterally changed working conditions and violated the Union and its members rights, despite the parties’ Memorandum of Understanding (“MOU”, Exhibit B) for rank and file BU 10 members and the parties’ meet and confer obligations for both rank and file and excluded employees.

CAPS-UAW’s MOU for rank and file members with the State of California, in full force and effect from July 1, 2024 to July 1, 2027, clearly lays out a number of provisions that have been repudiated, changed, ignored or will be by the State’s unmistakable intent. These provisions include but are not limited to language and a bargaining history regarding a telecommuting/telework provision (Article 7.10) and a telework stipend (Article 7.11). These hard-fought provisions are protected by the parties’ agreement regarding the “Entire Agreement,” (Article 20) which states: “Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with

respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.<sup>1</sup>” This means that the State of California cannot, of its own accord and whim, change (nor repudiate, nor ignore) those provisions – in fact, it specifically waived its right to make changes to these terms.

The California Supreme Court has weighed in on the act of repudiation of a labor agreement, finding such acts to be contrary to collective bargaining laws.

Why negotiate an agreement if either party can disregard its provisions? What point would there be in reducing it to writing, if the terms of the contract were of no legal consequence? Why submit the agreement to the governing body for determination if its approval were without significance? What integrity would be left in government if government itself could attack the integrity of its own agreement? The procedure established by the act would be meaningless if the end-product, a labor-management agreement ratified by the governing body of the agency, were a document that was itself meaningless. The Legislature designed the act, moreover, for the purpose of resolving labor disputes. (See Gov. Code, § 3500.) But a statute which encouraged the negotiation of agreements, yet permitted the parties to retract their concessions and repudiate their promises whenever they choose, would impede effective bargaining. Any concession by a party from a previously held position would be disastrous to that party if the mutual agreement thereby achieved could be repudiated by the opposing party. Successful bargaining rests upon the sanctity and legal viability of the given word. *Glendale City Employees’ Assn.. v. City of Glendale*, 15 Cal.3d 328, 336 (1975).

The State has articulated, in EO N-22-25 a clear intent to change terms and conditions that were negotiated in 2024. By directing all agencies and departments that provide telework as an option for employees to implement a hybrid telework policy with a default minimum of four in-person days per work week, the State has violated the Dills Act (specifically, Government Code §§ 3519(a), (b), and (c)) by engaging in conduct that clearly violates its good faith negotiations obligations, repudiates contract provisions or seeks to change those terms unilaterally, interferes with employees’ rights directly, and further violates the Union’s rights guaranteed under the Dills Act.

Further, under the EEBR, *prior to* arriving at a determination of policy or course of action directly impacting excluded employees, the State must provide reasonable advance notice to the Union with an opportunity to meet and confer to discuss alternative means of achieving objectives. No such notice or opportunity to meet and confer was provided. In fact, on March 3rd, 2025 the Governor unilaterally made a determination regarding a policy *or* course of action that will impact 1,454 excluded employees that CAPS-UAW represents, without having been provided advance notice and an opportunity to meet and confer. Such a determination violates the rights of the supervisory employees CAPS-UAW represents, along with the rights of the Union itself.

These actions by the state rise to the level of violations of both the Dills Act and the Excluded Employees Bill of Rights.

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<sup>1</sup> Per the Dills Act’s “Evergreen Clause”, the terms of the CAPS-UAW MOU remain in effect beyond July 1, 2027, pursuant to Government Code section 3517.8(a)

## II. Statement of Facts and Charges

### A. The parties' "Entire Agreement" Forecloses the State's attempt to unilaterally change bargained-for terms and conditions of employment for rank and file employees

Article 20.1(A) of the CAPS-UAW MOU with the State reads as follows:

"This Agreement 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 Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement."

A standard waiver clause, the "Entire Agreement" articulates each party's waiver of their right to renegotiate with respect to any matter raised in negotiations or covered in this Agreement. Telework itself, along with a Telework Stipend and a Telework JLMC, were negotiated into the parties' MOU.

Article 7.10 of the CAPS-UAW MOU with the State defines teleworking. In relevant part,

"The terms "telework," "teleworking," "telecommute," and "telecommuting" refer to formalized work flexibility arrangements established between the department management and the employee under which the employee performs the duties and responsibilities of the employee's position from a location other than the office."

This definition was ratified by both parties in Summer 2024, after the State had instituted a 2-day minimum in-office requirement. That means that the State now, by unilaterally fashioning a new definition of telework while the parties' are subject to an MOU, seeks to change the bargained-for definition that the parties ratified in 2024. A topic the state has waived its right to negotiate over. The section further outlines that **Departments**

"that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet-and- confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.

A process for changes to Telework policies and arrangements was thus also bargained – an agreed-upon process that would be driven and determined by departments, not from the Governor's office. By directing departments to change their guidance in a specific way, the Governor reaches into the parties' MOU, rearranging the process the parties agreed would govern changes to telework or telecommuting polices and/or programs. Article 7.10 does not permit the Governor to unilaterally order agencies and

departments subject to his authority to “implement a hybrid telework policy with a default minimum of four in-person days per work week.” Rather, as subsection (F) of Article 7.10 of the CAPS-UAW MOU states, “**departments** that desire to... change an existing policy and/or program shall first notify the Union.” Such an articulation of the division of authority between CalHR and the departments is consistent with the Department of General Services’ Statewide Telework Policy, the Statewide Telework Policy, and the Government Code.

The Department of General Services’ (DGS) Statewide Telework Policy (DGS Policy 0181, Exhibit C), states as follows: “This policy applies to all state of California agencies, departments, boards, commissions, and offices (departments). Departments are responsible for ensuring compliance with the provisions of this policy. (Emphasis added.)”. Similarly, in the second paragraph of the Statewide Telework Policy it states, “Each department shall establish a written policy specific to the department’s business needs in accordance with this statewide policy.” The policy then references the legal authority pursuant to which the Statewide Telework Policy was established. It states, “The statewide telework program is established pursuant to Government Code sections 14200-14203.” California Government Code section 14200.1 (b) states: It is the intent of the Legislature to encourage state agencies to adopt policies that encourage telecommuting by state employees. Similarly, Government Code section 14201 states: Every state agency shall review its work operations to determine where in its organization telecommuting can be of practical benefit to the agency. Thus, the Statewide Telework Policy, and the authorizing legislation that created it, clearly vests the responsibility and authority for telework policies in “each department” – a framework that was bargained into the parties’ MOU. The Governor’s statewide Executive Order therefore unlawfully usurps the Legislature’s authority and the parties’ agreement by dictating a new telework policy to all state agencies.

Further, Article 7.11 guarantees a Telework Stipend.

A. Eligibility Effective October 1 2021 employees who have an approved telework agreement on filed with the department shall receive a telework stipend as provided below:

1. Employees identified as “Remote Centered,” as defined within the Statewide Telework Policy with an approved telework agreement shall receive \$50 per month. Remote-centered is defined as a teleworker who works fifty percent or more of their time from an alternate work location.
2. Employees identified as “Office Centered,” as defined within the Statewide Telework Policy with an approved telework agreement shall receive \$25 per month. Office-centered is defined as a teleworker who works more than fifty percent from the office.

....

B. Payment Process

....

9. Any change to the employee’s telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this section and the terms of the MOU.

The Governor’s Order seeks to unilaterally bring to an end the definition of “Remote Centered” that the parties negotiated – transferring the entire bargaining unit into “Office Centered” employees. In accordance with Article 20.1(A) of the CAPS-UAW MOU, the Union and the State of California agreed and waived each of their rights to negotiate with respect to any matters raised in negotiations or covered in the MOU. This waiver includes making any un-negotiated changes to telecommuting, along with the telework stipend. The parties went so far in their negotiations as to negotiate a process for changing telework: that it would be *driven by departments*. The Governor is thus without lawful authority to mandate changes to departments’ telework policies, or the telework stipend program, effective July 1, 2025, unless and until the parties agree to a successor MOU that permits the desired change or impasse is declared pursuant to section 3517.8(b) of the Dills Act.

**B. The State’s Refusal to Bargain over Mandatory Terms, and instead Unilateral Changes to terms within the Scope of Negotiations, constitutes an Unfair Practice**

**1. Unilateral Changes to Mandatory Subject Without Bargaining**

In addition to violating the parties’ agreed-upon waiver, and thus repudiating the agreement, the Governor’s mandate also unilaterally changes terms and conditions of employment. The order, meant to take effect in less than three months, significantly impacts working conditions. Many departments and agencies have decreased their office space and have hired more workers over the last few years. This means that even at the current 2 day per week in-office requirement, there is often no space for every employee. Many employees are forced to “hotel” or share desks, meaning efficiencies are decreased not increased. By classifying nearly all employees as “Office Centered” employees in this environment, many of whom were previously defined, under the parties’ MOU, as “Remote centered” employees, the State has refused to bargain by mandating a change that affects terms and conditions of employment. While the Union awaits notices from departments, and for them to follow the bargained-for procedures in the MOU, the reality is that the changes have already been made.

CAPS-UAW issued a demand to bargain for rank and file employees on March 3rd, 2025 regarding the guidance CalHR is directed to issue in accordance with Paragraph 2 of EO No. 22-25. As of the date of this filing, the parties have not yet begun bargaining, and there is no indication that they will do so by the Order’s effective date of July 1, 2025, nor by the intended date of the CalHR guidance. Paragraph 2 of EO No. 22-25 states that “No later than March 13, 2025, the California Department of Human Resources (CalHR) shall publish statewide guidance to assist agencies and departments in making appropriate case-by-case exceptions. In addition to any other subjects that CalHR deems appropriate, the guidance on case-by-case exceptions shall address employees whose positions require telework and employees who do not live near their duty stations and were hired with a mutually agreed-upon telework arrangement.” Instead of agreeing to bargain over the guidance that it will be issuing, guidance that will shape terms and conditions of employment for bargaining unit members, CalHR directed CAPS-UAW to await notices from departments in order to meet and confer. This, despite the fact that decisions have already been made regarding terms and conditions of employment, without negotiation. Further, CalHR agreed to meet with CAPS-UAW on March 14th, 2025 – reinforcing the fact that it will not negotiate over the guidance it will be issuing to its departments and agencies in accordance with Paragraph 2 (Exhibit D).

In 2022, PERB has found that work-from-home policies meet all the criteria for a mandatory subject of bargaining. (*Oxnard Union High School District* (2022) PERB Decision No. 2803-E (Oxnard)). The Board adopted the Anaheim Test to distinguish between mandatory and non-mandatory bargaining topics. (*Anaheim Union High School District* (1981) PERB Decision No. 177). An employer must bargain over a decision if: (1) it is logically and reasonably related to hours, wages or an enumerated term and condition of employment, (2) the subject is of such concern to both management and employees that conflict is likely to occur and the mediatory influence of collective negotiations is the appropriate means of resolving the conflict, and (3) the employer's obligation to negotiate would not significantly abridge [its] freedom to exercise those managerial prerogatives (including matters of fundamental policy) essential to the achievement of [its] mission.” (*San Bernardino Community College District* (2018) PERB Decision No. 2599, p. 8 (San Bernardino), quoting Anaheim, supra, PERB Decision No. 177, pp. 4-5.) In applying this test to work-from-home policies the Board stated: “We similarly have no trouble finding that work-from-home policies satisfy the first two elements of the Anaheim test. Looking to the third element, in normal circumstances bargaining over changes to a work-from-home policy would not unduly infringe on managerial freedom, as delay in finalizing a new policy is unlikely to significantly frustrate any essential public education goal.” (*Oxnard* p. 43).

Here, it is undisputed that changing Telework policies are logically and reasonably related to hours, wages or an enumerated term and condition of employment. The subject is clearly of concern to both management and employees, and conflict has already occurred between the parties – leading to demands to bargain (Exhibit D), announced Informational Pickets (Exhibit E), and reported objections from a wide range of employees in the press (Exhibit F). This is conflict that both parties believe can be addressed through the collective bargaining relationship – Paragraph 3 of EO No. 22-25 goes so far as to direct CalHR to promptly notice impacted bargaining units. Then the question is, would the employer’s obligation to negotiate significantly abridge its freedom to exercise its managerial prerogatives to achieve its mission? Neither the EO nor the Governor’s office makes any argument for why this return to office is necessary. There is no true emergency in effect and bargaining over this change in policy must proceed before any change is made.

## **2. Failure to Engage in Good Faith Negotiations**

CalHR has told CAPS-UAW to await departmental notices in order to meet and confer with each department regarding their individual telework policies (Exhibit D). This, despite the fact that the EO action already directly and unilaterally impacts terms and conditions of employment, including MOU provisions, work schedules, telework arrangements, commuting burdens, and other related work-life interaction. Government Code § 3516.5 requires the State to meet and confer *before* adopting policies affecting employment terms. By failing to engage in prior negotiations, the State violated its statutory obligations. As described above, return-to-work policies and telework arrangements are mandatory subjects of bargaining. The State failed to provide notice or an opportunity to negotiate, prior to establishing its foregone conclusion of a 4 days in office - constituting a per se unfair labor practice.

The State has already determined the outcome of negotiations with a predetermined decision to impose a four-day in-office workweek, failing to engage in genuine bargaining – clearly rising to a failure to meet

and confer in good faith. Specifically, surface bargaining occurred as the State refused to meaningfully consider alternative proposals, violating the requirement of good faith negotiations (*City of San Ramon* (2018) PERB Decision No. 2590-M). To determine whether a party has negotiated with the requisite subjective intention of reaching an agreement, the Board considers all evidence relevant to intent, including the parties' conduct away from the bargaining table. (*City of San Jose* (2013) PERB Decision No. 2341-M, pp. 2223.) The "ultimate question" is whether the respondent's conduct, when viewed in its totality, was sufficiently egregious to frustrate negotiations. (*Id.* at p. 19.) A single indicator of bad faith, if egregious, can be a sufficient basis for finding that a negotiating party has failed to bargain in good faith. (*Ibid.*)

Here, the Governor's EO exhibits the criteria of a bad faith action. The outcome of negotiations is already predetermined. PERB has found such conduct to constitute bad faith and is exemplified by a take-it-or-leave-it approach. Such examples include if an employer adopted a "take-it-or-leave it" attitude when it (1) presented its position as an ultimatum, telling union it had a choice of either accepting new terms or arriving at impasse; (2) showed a predetermination to negotiate or impose its own proposals without carefully and mutually reviewing the union's proposals, issues, and concessions; and (3) declared impasse based not on an assessment of the parties' actual differences, but on the fact that it had not achieved capitulation to all of its demands. (*City of San Ramon* (2018) PERB Decision No. 2590-M). Furthermore, in *Regents of the University of California* (1983) PERB Decision No. 356-H, p. 21, PERB found it may be bad faith for an employer to insist that it will not agree to different terms for different employee groups.

The EO, and CalHR's response to CAPS-UAW's demand to bargain, together manifest bad faith, inflexible bargaining. The outcome has already been established, guidance will be issued before the parties meet, and departments will be merely implementing the guidance from CalHR and the directives from the EO – creating a plethora of negotiations tables where the employer lacks the authority to bargain.

### **C. The State's Failure to Provide advance notice and an opportunity to Meet and Confer in advance of an impactful course of action constitutes an Unfair Practice**

As stated above, Paragraph 2 of EO No. 22-25 states that "No later than March 13, 2025, the California Department of Human Resources (CalHR) shall publish statewide guidance to assist agencies and departments in making appropriate case-by-case exceptions. In addition to any other subjects that CalHR deems appropriate, the guidance on case-by-case exceptions shall address employees whose positions require telework and employees who do not live near their duty stations and were hired with a mutually agreed-upon telework arrangement." This direction, from the Governor to CalHR, not only steals authority from departments, authority the parties negotiated and agreed upon, but specifically directs CalHR to prematurely shape departments' policies and programs regarding telework.

CAPS-UAW requested a meet and confer for supervisory employees on March 5th, 2025. As of the date of this filing, the parties have not yet begun meeting and conferring, therefore there is no indication that either will happen by the Order's effective date of July 1, 2025, nor by the intended date of the CalHR guidance. In fact, CalHR agreed to meet with CAPS-UAW on March 14th, 2025 – reinforcing the fact

that it will not meet and confer over the guidance it will be issuing to its departments and agencies in accordance with Paragraph 2 (Exhibits D and G).

Government Code Section 3533 states “Upon request, the state shall meet and confer with verified supervisory organizations representing supervisory employees on matters within the scope of representation. ***Prior to arriving at a determination of policy or course of action directly impacting supervisory employees***, the state employer shall provide reasonable advance notice and provide the verified supervisory employee organizations an opportunity to meet and confer with the state employer to discuss alternative means of achieving objectives. Advance notice may be written, oral, or electronic. “Meet and confer” shall mean that the state employer shall consider as fully as it deems reasonable, such presentations as are made by the verified supervisory employee organization on behalf of its supervisory members prior to arriving at a determination of policy or course of action” (emphasis added).

After the issuance of a policy or course of action that was already taken, directly impacting supervisory employees, CAPS-UAW issued a request to meet and confer, and the State agreed to meet not only after the Executive Order was issued, but also after the guidance is meant to be issued (i.e. meeting March 14th, when the guidance will be issued March 13th, and the request was submitted March 5th). This determination of a policy or course of action directly impacting supervisory employees, without advance notice nor an opportunity to meet and confer, both clearly fly in the face of the Excluded Employees Bill of Rights.

The only opportunity the state had to evade its obligation to provide advance notice and an opportunity to meet and confer is in cases of emergency or immediate operation necessity. As described above, there has been no demonstration of either emergency or operational necessity motivating the mandates from the Governor outlined in EO N-22-25.

### **III. Conclusion and Remedy Sought**

#### **A. The State’s Actions collectively constitute statutory violations and Unfair Practices in violation of the Dills Act**

Overall, despite the Union’s effort to engage the State in good faith negotiations, the State has violated its obligations to meet and confer, to bargain in good faith, has unilaterally changed working conditions, and has repudiated the parties’ MOU. In responding to the Union’s request to meet and confer, the State agreed to meet after it issues guidance and has directed the Union to await departmental meet and confers that will fail all measures of good faith negotiations. Therefore, CAPS-UAW, 1115 alleges Dills Act violations based on the above, and requests that PERB issue an unfair practice complaint finding that the State of California violated Government Code section 3519 (a), (b), and (c) when by issuing Executive Order N-22-25, it:

- Failed to meet and confer with CAPS-UAW in good faith regarding the terms and conditions of employment for CAPS-UAW represented employees, specifically the number of minimum in office days per week required, and the impact on Telework stipends, prior to arriving at a determination of policy or course of action, as required by government code section 3517

- Failed to consider fully any and all such presentations made by CAPS-UAW on behalf of its members, prior to arriving at a determination of policy or course of action, as required by Government Code Section 3517;
- Ignored the requirements of the DGS Statewide Telework Policy which expressly places the authority and responsibility on individual departments to establish a telework policy that is “specific to the department’s business needs”;
- Ignored the agreed-upon process in the parties’ MOU that reflects the DGS Statewide Policy regarding changes heeding to “specific departmental business needs”;
- Ignored its previous waiver of bargaining changes on the topic of Telework, unlawfully depriving CAPS-UAW of its right to represent its members in their employment relations with the State on matters within the scope of negotiations, in violation of Government Code section 3515.5;
- Unlawfully deprived CAPS-UAW represented employees of their rights to be represented by CAPS-UAW in their employment relations with the State on matters within the scope of negotiations, in violation of Government Code section 3515;
- Unlawfully impaired CAPS-UAW’s bargaining position and rights with respect to the Telework Program and Telework Stipends; and
- Unlawfully refused to meet and confer over a matter within the Scope of Negotiations.

**B. Excluded Employees Bill of Rights Violations**

In addition to the above violations of the Dills Act that constitute Unfair Labor Practices, the State has also engaged in violations of the Excluded Employees Bill of Rights, the administration of which falls within PERB’s jurisdiction. Therefore, CAPS-UAW, 1115 alleges EEER violations based on the above, and requests that PERB find such violations occurred when the State, by issuing Executive Order N-22-25:

- Failed to provide advance notice prior to arriving at a policy or course of action that directly impacts supervisory employees, as defined by Government Code Section 3533.
- Failed to provide an opportunity to meet and confer to discuss alternative means to achieve the State’s objectives as described in EO N-22-25, as defined by Government Code Section 3533.

**C. Statement Remedy Sought**

Therefore, the Union respectfully requests that PERB issue an unfair practice complaint under the Dills Act and separately find a violation of the EEER. The Union seeks an order:

- (1) Finding the above-enumerated violations;
- (2) Ordering the State to immediately rescind Executive Order N-22-25, and return to the status quo ante (including complying with the DGS Statewide Telework Policy);
- (3) Ordering the State to respect the CAPS-UAW Memorandum of Understanding
- (4) Ordering the State to cease and desist from engaging in further violations of CAPS-UAW and its Members’ collective bargaining rights;
- (5) Ordering the State to pay the Union all reasonable and related attorneys fees and costs; and
- (6) Providing the Union with all other remedies PERB deems just and proper.

The Union respectfully requests that PERB immediately send notice via email to all employees in CAPS-UAW's bargaining unit, and to its supervisory organization members, of the Board's determinations, indicating the State's violations of the law and PERB's remedial orders, in addition to physically posting the same at all affected State departments.

# EXHIBIT A

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-22-25

**WHEREAS** as of January 2025, California has more than 224,000 full-time state employees, supporting the delivery of critical public services ranging from Medi-Cal to nutrition assistance, from unemployment insurance to driver's licenses and vehicle registrations, from fire preparedness and emergency response to public safety, and from education and childcare to environmental protection; and

**WHEREAS** California's state employees demonstrate their devotion to public service and the common good, day in and day out, through their hard work and talents; and

**WHEREAS** prior to the COVID-19 pandemic, nearly all state employees had a baseline expectation of working in-person five days a week; and

**WHEREAS** although the COVID-19 pandemic precipitated change for many state employees, with a rapid shift to hybrid or full-time telework due to public health considerations, more than half of our state workforce continued to report to work in-person throughout the pandemic, and others have returned to full-time in-person work, including peace officers, health care and mental health care providers, janitorial staff, highway maintenance workers, occupational and environmental safety inspectors, and front-line customer service staff in various agencies and departments; and

**WHEREAS** in April 2024, based on experience and research about the benefits of in-person work, which include enhanced collaboration, cohesion, creativity, and communication, improved opportunities for mentorship, especially for newer employees, and improved supervision and accountability, my Administration directed agencies and departments subject to my authority that provide telework as an option for employees to implement a hybrid telework policy with an expectation of at least two in-person days per week; and

**WHEREAS** several leading private sector employers have recently increased in-person work requirements, including some implementing full-time in-person requirements, and a number of public sector employers, including in California, have likewise recently increased in-person work expectations; and

**WHEREAS** experience across various employment sectors and research continue to affirm that in-person work promotes collaboration, cohesion, efficiency, and accountability for employees and supervisors, all of which are critical for effectively delivering services to the public and maintaining public confidence in the efficiency of state government; and

**WHEREAS** the benefit of in-person work days is undermined by the non-aligned work schedules of employees under a two-day minimum expectation, because employees and supervisors, including individuals on the same teams or in the same units who would particularly benefit from in-person time together, are often in-person on different days, such that increasing the number of in-person days necessarily will increase the time employees and supervisors will have in the office together; and

**WHEREAS** ongoing disparities around in-person work expectations across departments and within job classifications for state employees raise issues of

fundamental fairness, particularly for classifications of employees who must report in-person five days a week, including custodial and janitorial staff, maintenance workers, and others; and

**WHEREAS** increasing in-person work expectations for state employees will also promote trust with members of the public, many of whom must report to work in-person for their own jobs, that state government is working effectively for them; and

**WHEREAS** I have determined that increasing in-office work expectations for state employees, while still providing the flexibility of a hybrid schedule that most state employees did not have prior to the COVID-19 pandemic, is an operational necessity, to maximize collaboration, cohesion, efficiency, and accountability for delivering services to the public and to maintain public confidence in the efficiency and effectiveness of state government; and

**WHEREAS** prior to the COVID-19 pandemic, California had established family-friendly employment policies, including procedures to request flexible work schedules, and individualized reasonable accommodations, and those processes will continue to remain available; and

**WHEREAS** to allow agencies and departments to review current operational needs related to telework, to provide impacted employees sufficient time to adjust to updated in-person work schedules, as applicable, and generally to ensure a smooth transition for agencies, departments, and state employees and align with the start of the fiscal year, the updated policies directed by this Order will take effect on July 1, 2025; and

**WHEREAS** recent actions by the federal government to reduce the size of the federal workforce and eliminate jobs for federal civil servants with expertise that would benefit the State create opportunities to fill unmet needs in the State workforce.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. All agencies and departments subject to my authority that provide telework as an option for employees shall implement a hybrid telework policy with a default minimum of four in-person days per work week, with case-by-case exceptions available as provided in Paragraph 2, effective July 1, 2025.
2. Agencies and departments subject to Paragraph 1 shall consider their individual operational needs in determining whether to offer telework as an option. Consistent with the intent of this Order, agencies and departments shall consider employee requests for more than one telework day per week on a case-by-case basis, as required by any applicable Memorandum of Understanding, and consistent with existing state policies and governing law (e.g., requests for reasonable accommodations, Family Medical Leave Act, and other existing flexible schedule frameworks addressing personal circumstances) and future Administration guidance. No later than March 13, 2025, the California Department of Human Resources (CalHR) shall publish statewide guidance to assist agencies and departments in making

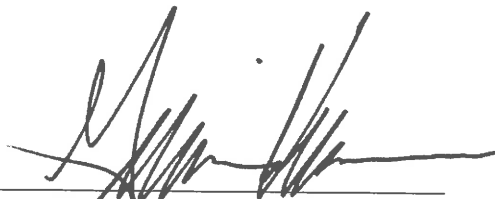
appropriate case-by-case exceptions. In addition to any other subjects that CalHR deems appropriate, the guidance on case-by-case exceptions shall address employees whose positions require telework and employees who do not live near their duty stations and were hired with a mutually agreed-upon telework arrangement.

3. CalHR shall promptly notice impacted bargaining units, to ensure legally required notice is provided prior to implementation of the directives in Paragraphs 1 and 2.
4. CalHR and the Department of General Services (DGS), under the coordination of the Government Operations Agency, shall provide guidance, and consult with individual agencies and departments upon request, regarding compliance with the directives in Paragraphs 1 and 2. Individual agencies and departments shall work with DGS to develop a plan to accommodate the increase in in-person work, including with respect to workplace facilities and employee transportation options, and shall submit such plans to DGS no later than April 1, 2025. DGS shall notify my office no later than May 1, 2025, of any agency or department that has not prepared an adequate plan.
5. CalHR shall assess vacant jobs that match skills needed in the State workforce with the qualifications of former federal employees in need of new opportunities, including but not limited to those with skills and experience related to firefighting, weather forecasting and modeling, natural resource management, medical and mental health, and the sciences, and report its findings to the appropriate agency or department in my Administration. CalHR shall additionally create a federal employee resource website connecting this newly available talented workforce with current job opportunities, virtual job fairs, virtual job counseling, and create a framework that maps the skills required for state government employment.
6. All agencies and departments not subject to my authority, including those under the authority of independent statewide constitutional officers, are strongly encouraged to implement the directives contained in this Order.

**IT IS FURTHER ORDERED** that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have  
hereunto set my hand and caused the  
Great Seal of the State of California  
to be affixed this 3rd day of March 2025.

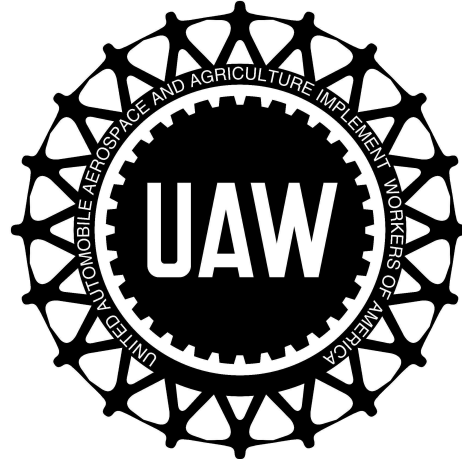


\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

ATTEST:

\_\_\_\_\_  
SHIRLEY N. WEBER, Ph.D.  
Secretary of State

# EXHIBIT B



**Agreement Between**

**The California Association of Professional Scientists, United  
Automobile, Aerospace and Agricultural Implement Workers of  
America, Local 1115 (CAPS-UAW) and**

**The State of California**

**covering**

**BARGAINING UNIT 10**

**PROFESSIONAL SCIENTIFIC**

**Effective July 1, 2024 through July 1, 2027**

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## **Preamble**

This AGREEMENT, hereinafter referred to as the Agreement or Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA ASSOCIATION OF PROFESSIONAL SCIENTISTS, hereinafter referred to as CAPS or the Union, has as its purpose the promotion of harmonious labor relations between the State and CAPS; establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, and other conditions of employment including health and safety.

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

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

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

## **ARTICLE 2 - SALARIES**

### **2.1 Salaries**

- A. Group A
  - 1. Effective July 1, 2024, the following classifications will be adjusted by increasing the maximum salary range by 6% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the

old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.

2. Effective July 1, 2025, the following classifications will be adjusted by increasing the maximum salary range by 4% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.
3. Effective July 1, 2026, the following classifications will be adjusted by increasing the maximum salary range by 4% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.

CLASS CODE	CLASSIFICATION
0494	PEST PREVENTION ASSISTANT III (VARIOUS PROJECTS)
0491	PEST PREVENTION ASSISTANT II (VARIOUS PROJECTS)
0490	PEST PREVENTION ASSISTANT I (VARIOUS PROJECTS)

B. Group B

1. Effective July 1, 2024, the following classifications will be adjusted by increasing the maximum salary range by 6% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.
2. Effective July 1, 2025, the following classifications will be adjusted by increasing the maximum salary range by 4% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the

old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.

3. Effective July 1, 2026, the following classifications will be adjusted by increasing the maximum salary range by 5% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.

CLASS CODE	CLASSIFICATION
4937	ENERGY COMMISSION SPECIALIST III (EFFICIENCY)
4949	ENERGY COMMISSION SPECIALIST III (FORECASTING)
4186	ENERGY COMMISSION SPECIALIST III (TECHNOLOGY EVALUATION AND DEVELOPMENT)
5627	RESEARCH SCIENTIST V (CHEMICAL SCIENCE)
5629	RESEARCH SCIENTIST V (EPIDEMIOLOGY/BIOSTATISTICS)
5631	RESEARCH SCIENTIST V (FOOD AND DRUG SCIENCES)
5634	RESEARCH SCIENTIST V (MICROBIOLOGICAL SCIENCES)
5635	RESEARCH SCIENTIST V (PHYSICAL/ENGINEERING SCIENCE)
5636	RESEARCH SCIENTIST V (SOCIAL/BEHAVIORAL SCIENCES)
5637	RESEARCH SCIENTIST V (VETERINARY SCIENCES)
5608	RESEARCH SCIENTIST IV (CHEMICAL SCIENCES)
5609	RESEARCH SCIENTIST IV (EPIDEMIOLOGY/BIOSTATISTICS)
5611	RESEARCH SCIENTIST IV (FOOD AND DRUG SCIENCES)
5612	RESEARCH SCIENTIST IV (MICROBIOLOGICAL SCIENCES)
5613	RESEARCH SCIENTIST IV (PHYSICAL/ENGINEERING SCIENCES)
5622	RESEARCH SCIENTIST IV (SOCIAL/BEHAVIORAL SCIENCES)
5625	RESEARCH SCIENTIST IV (VETERINARY

CLASS CODE	CLASSIFICATION
	SCIENCES)
5591	RESEARCH SCIENTIST III (CHEMICAL SCIENCES)
5594	RESEARCH SCIENTIST III (EPIDEMIOLOGY/BIOSTATISTICS)
5596	RESEARCH SCIENTIST III (FOOD AND DRUG SCIENCES)
5599	RESEARCH SCIENTIST III (MICROBIOLOGICAL SCIENCES)
5604	RESEARCH SCIENTIST III (PHYSICAL/ENGINEERING SCIENCES)
5605	RESEARCH SCIENTIST III (SOCIAL/BEHAVIORAL SCIENCES)
5606	RESEARCH SCIENTIST III (VETERINARY SCIENCES)
4936	ENERGY COMMISSION SPECIALIST II (EFFICIENCY)
4948	ENERGY COMMISSION SPECIALIST II (FORECASTING)
4185	ENERGY COMMISSION SPECIALIST II (TECHNOLOGY EVALUATION AND DEVELOPMENT)
5581	RESEARCH SCIENTIST II (CHEMICAL SCIENCES)
5582	RESEARCH SCIENTIST II (EPIDEMIOLOGY/BIOSTATISTICS)
5585	RESEARCH SCIENTIST II (FOOD AND DRUG SCIENCES)
5587	RESEARCH SCIENTIST II (MICROBIOLOGICAL SCIENCES)
5588	RESEARCH SCIENTIST II (PHYSICAL/ENGINEERING SCIENCES)
5590	RESEARCH SCIENTIST II (SOCIAL/BEHAVIORAL SCIENCES)
5576	RESEARCH SCIENTIST I (CHEMICAL SCIENCES)
5577	RESEARCH SCIENTIST I (EPIDEMIOLOGY/BIOSTATISTICS)
5578	RESEARCH SCIENTIST I (MICROBIOLOGICAL SCIENCES)
5579	RESEARCH SCIENTIST I (PHYSICAL/ENGINEERING SCIENCES)
5580	RESEARCH SCIENTIST I (SOCIAL/BEHAVIORAL SCIENCES)
7861	RESEARCH SPECIALIST I -VARIOUS STUDIES-

CLASS CODE	CLASSIFICATION
7860	RESEARCH SPECIALIST II -VARIOUS STUDIES-
7867	RESEARCH SPECIALIST III -VARIOUS STUDIES-
7858	RESEARCH SPECIALIST V – VARIOUS STUDIES
4807	ENERGY RESOURCES SPECIALIST I
5837	ENERGY ANALYST
4938	ASSOCIATE ENERGY SPECIALIST (EFFICIENCY)
4598	ASSOCIATE ENERGY SPECIALIST (FORECASTING)
4056	ASSOCIATE ENERGY SPECIALIST (TECHNOLOGY EVALUATION AND DEVELOPMENT)
4935	ENERGY COMMISSION SPECIALIST I (EFFICIENCY)
4947	ENERGY COMMISSION SPECIALIST I (FORECASTING)
4184	ENERGY COMMISSION SPECIALIST I (TECHNOLOGY EVALUATION AND DEVELOPMENT)
4806	ENERGY RESOURCES SPECIALIST II
7941	ASSOCIATE TOXICOLOGIST
7978	STAFF TOXICOLOGIST (SPECIALIST)
8057	SPECTROSCOPIST

### C. Group C

1. Effective July 1, 2024, the following classifications will be adjusted by increasing the maximum salary range by 10% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.
2. Effective July 1, 2025, the following classifications will be adjusted by increasing the maximum salary range by 4% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.
3. Effective July 1, 2026, the following classifications will be adjusted by increasing the maximum salary range by 5% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification

shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.

CLASS CODE	CLASSIFICATION
3803	ASSOCIATE HEALTH PHYSICIST
9361	ASSOCIATE ERGONOMIC SPECIALIST, STATE COMPENSATION INSURANCE FUND
3856	ASSOCIATE INDUSTRIAL HYGIENIST
0563	SENIOR PUBLIC HEALTH BIOLOGIST
0564	ASSOCIATE PUBLIC HEALTH BIOLOGIST
0565	ASSISTANT PUBLIC HEALTH BIOLOGIST
0841	SENIOR WILDLIFE FORENSIC SPECIALIST
0842	WILDLIFE FORENSIC SPECIALIST
3779	ASSISTANT HEALTH PHYSICIST
9360	ASSISTANT ERGONOMIC SPECIALIST, STATE COMPENSATION INSURANCE FUND
9322	ASSISTANT INDUSTRIAL HYGIENE SPECIALIST, STATE COMPENSATION INSURANCE FUND
3855	ASSISTANT INDUSTRIAL HYGIENIST
3781	JUNIOR HEALTH PHYSICIST
9359	JUNIOR ERGONOMIC SPECIALIST, STATE COMPENSATION INSURANCE FUND
6230	JUNIOR INDUSTRIAL HYGIENE SPECIALIST, STATE COMPENSATION INSURANCE FUND
3824	JUNIOR INDUSTRIAL HYGIENIST
0549	ASSOCIATE ECONOMIC ENTOMOLOGIST
0530	ECONOMIC ENTOMOLOGIST
7956	MICROBIOLOGIST INTERN
7940	PUBLIC HEALTH MICROBIOLOGIST SPECIALIST
7939	PUBLIC HEALTH MICROBIOLOGIST SPECIALIST (VIROLOGY)
7946	EXAMINER II LABORATORY FIELD SERVICES
7948	PUBLIC HEALTH MICROBIOLOGIST II
7950	PUBLIC HEALTH MICROBIOLOGIST II -VIROLOGY-
7910	CYTOTECHNOLOGIST, LABORATORY FIELD SERVICES
7949	EXAMINER I LABORATORY FIELD SERVICES
7954	PUBLIC HEALTH MICROBIOLOGIST I
3528	ASSOCIATE HAZARDOUS MATERIALS SPECIALIST
3529	HAZARDOUS MATERIALS SPECIALIST
3527	SENIOR HAZARDOUS MATERIALS SPECIALIST (TECHNICAL)

CLASS CODE	CLASSIFICATION
0751	ASSOCIATE AGRICULTURAL BIOLOGIST

D. Group D

1. Effective July 1, 2024, the following classifications will be adjusted by increasing the maximum salary range by 12% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.
2. Effective July 1, 2025, the following classifications will be adjusted by increasing the maximum salary range by 5% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.
3. Effective July 1, 2026, the following classifications will be adjusted by increasing the maximum salary range by 5% and increasing the minimum salary rate by 3%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 3%. Employees in these classifications shall retain their anniversary date.

CLASS CODE	CLASSIFICATION
0492	SENIOR SEED BOTANIST (SPECIALIST)
0531	SENIOR INSECT BIOSYSTEMATIST (SPECIALIST)
0501	SENIOR PLANT NEMATOLOGIST (SPECIALIST)
1274	SENIOR PLANT PATHOLOGIST (DIAGNOSTICIAN) (SPECIALIST)
0493	ASSOCIATE SEED BOTANIST
0534	ASSOCIATE INSECT BIOSYSTEMATIST
0512	ASSOCIATE PLANT NEMATOLOGIST
1273	ASSOCIATE PLANT PATHOLOGIST (DIAGNOSTICIAN)
0495	SEED BOTANIST
0537	INSECT BIOSYSTEMATIST
1272	PLANT PATHOLOGIST (DIAGNOSTICIAN)
0176	VETERINARIAN SPECIALIST (GENERAL)
0180	VETERINARIAN SPECIALIST (MEAT INSPECTION)

CLASS CODE	CLASSIFICATION
0177	VETERINARIAN (GENERAL)
0181	VETERINARIAN (MEAT INSPECTION)
3755	ASSOCIATE SEISMOLOGIST
1918	FISH AND WILDLIFE INTERPRETER II
2809	ASSOCIATE STATE ARCHEOLOGIST
2714	ASSISTANT STATE ARCHEOLOGIST
1917	FISH AND WILDLIFE INTERPRETER I
0762	ENVIRONMENTAL SCIENTIST
0757	INTEGRATED WASTE MANAGEMENT SPECIALIST
0765	SENIOR ENVIRONMENTAL SCIENTIST (SPECIALIST)
1989	SENIOR INTEGRATED WASTE MANAGEMENT SPECIALIST
3931	SENIOR GEOLOGIST (SPECIALIST)
8068	STAFF CHEMIST
8060	CHEMIST
3057	SENIOR METEOROLOGIST WATER RESOURCES
3121	OCEANOGRAPHER

## 2.2 Merit Salary Adjustments

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

## 2.3 Night Shift Differential

Effective the first day of the pay period following ratification, Unit 10 employees who regularly work shifts shall receive a night shift differential as set forth below:

- A. Employees shall qualify for the first night shift pay differential of one dollar and fifty cents (1.50) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
- B. Employees shall qualify for the second night shift pay differential of one dollar and fifty cents (1.50) per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- C. A “regularly scheduled work shift” is regularly assigned work hours established by the department director or designee.

## 2.4 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the employing agency as eligible to receive bilingual pay according both to its Exceptional Allocation

Delegation Agreement with the Department of Human Resources and to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay

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

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$200.00 per monthly pay period, including holidays.
  2. A monthly employee, meeting the bilingual differential pay criteria less than the entire pay period, would receive the differential on a pro rata basis. Where use of bilingual skill is necessary to comply with Federal regulations to implement Title VI of the Civil Rights Act of 1964, neither advanced Bilingual Position designation nor meeting the 10% usage standard is required for pro rata bilingual differential compensation so long as the employee has been certified bilingual.
  3. A fractional-month employee, meeting the bilingual differential pay criteria, would receive the differential on a pro rata basis.
  4. An employee paid by the hour, meeting the bilingual differential pay criteria, would receive a differential of \$1.15 per hour.
  5. An employee paid by the day, meeting the bilingual differential pay criteria, would receive a differential of \$9.23 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the employing agency will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the employing agency may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, annual leave, holidays, etc.)
- F. Employees will be eligible to receive the bilingual differential payments on the date the employing agency approves the pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging (10%) of the time, consistent with the other provisions of this section.

- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rates.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, non-industrial disability, and state disability insurance leave benefits.
- K. Employees who do not receive a bilingual pay differential shall not be required to use bilingual skills.

## **2.5 Timely Payment of Wages**

- A. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and State Controller's Office policies.
- B. When a permanent full-time or probationary employee receives no pay warrant on payday, the State agrees to issue a salary advance consistent with departmental policy and under the following conditions:
  - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.
  - 2. When a regular paycheck is late for reasons other than Item (1) above (e.g., AWOL, late dock), a salary advance of no less than 50 percent of the employee's actual net pay will normally be issued within five (5) work days after payday. No more than two (2) salary advances per calendar year may be issued under these circumstances.
  - 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.

4. The circumstances listed in Items (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.
- C. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- D. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.
- E. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month in which the overtime is submitted if the overtime check is not available at that time.

## **2.6 Staff Specialist Compensation**

### **A. Department of Food and Agriculture**

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

### **B. Department of Pesticide Regulation**

1. Upon approval of the Director of the Department of Pesticide Regulation or their designee, a Unit 10 employee may be temporarily designated as the primary State titled scientist in the discipline of Toxicology.

2. The employee so designated by the Director of the Department of Pesticide Regulation shall receive a one-step salary increase for the duration of the assigned designation as compensation for maintaining the highest level of technical expertise within the scientific discipline of Toxicology.
  3. The designation is temporary and is subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist is not subject to the grievance and arbitration provision in Article 9.
- C. Effective the 1<sup>st</sup> of the month following ratification, the payments made pursuant to this provision will not be considered compensation for retirement purposes.

## **2.7 Diving/Climbing Pay**

- A. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of \$25.00 per each hour for all payable hours of the day of the dive, including overtime, regardless of the number or duration of dives performed during the period. For this purpose, a day is defined as a calendar day. Upon departmental approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.
- B. Effective upon agreement, Department of Industrial Relations (DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.
- C. Employees who “climb” pursuant to above will receive a minimum of one hour of climbing pay during the first hour of climbing each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.
- D. Effective the 1<sup>st</sup> of the month following ratification, the payments made pursuant to this provision will not be considered compensation for retirement purposes.

## **2.8 Overpayments/Payroll Errors**

Overpayments shall be administered according to Government Code Section 19838.

## **2.9 AR 40**

- A. An employee who meets the below criteria shall be compensated with Alternate Range 40 pay (AR 40).
- B. Alternate Range 40 Criteria:  
  
Range B. This range shall apply to incumbents in positions approved by the California Department of Human Resources staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who substantially replace civil service employees for a total of at least 173 allocated hours of inmates', wards', or resident workers' time per pay period.
- C. Any Unit 10 classifications may be considered for AR 40 compensation.
- D. Effective the first day of the pay period following ratification, the State agrees to eliminate the AR-40 provision of the Agreement for Unit 10 employees who work at an institution for the California Department of Corrections and Rehabilitation (CDCR) in the classifications of Associate Hazardous Materials Specialist (Class Code 3528) and Senior Hazardous Material Specialist (Technical) (Class Code 3527).
  - 1. The salary for these Unit 10 employees of the Unit 10 employees in CDCR who are at Range A (status range) will be changed to Range B. It is understood by the parties that Unit 10 employees in these classifications at an institution of the CDCR who receive Range B pay will continue to be expected to supervise inmate/wards workers.
  - 2. In accordance with the California Code of Regulations, Title 2, Section 427, for the purposes of salary calculations and comparisons for transfers, the maximum rate used is the lowest range which is the status Range A.
- E. Disputes regarding this section are grievable to the fourth step (CalHR level) of the grievance procedure as outlined in Article 9.

## **2.10 Recruitment and Retention Differentials**

- A. Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons.
  - 1. Employees who are employed at a State Prisons listed in subsection A above, at the Department of Corrections for twelve (12) consecutive qualifying pay periods, shall be eligible and shall receive a recruitment and

retention bonus of \$2,600.00, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.

2. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at a State Prisons listed in subsection A above, there will be no pro-rata payment for those months at any facility.
3. If an employee is mandatorily transferred by the Department, they shall be eligible for a pro-rata share for those months served.
4. If an employee promotes to a different facility, or department other than a State Prisons listed in subsection A above prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro-rata to this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro-rata share of the existing retention bonus.
5. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
6. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
7. Employees on IDL, as defined in Section 5.6 of this MOU, shall continue to receive this stipend.
8. If an employee is granted a leave of absence, the employee will not accrue time toward the twelve (12) qualifying pay periods, but the employee shall not be required to restart the calculation of the twelve (12) qualifying pay periods. For example, if an employee has worked four (4) months at the qualifying institution and then takes six (6) months' parental leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,600.00.

## 2.11 Out-of-State Pay Differential

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

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

## 2.12 Lump Sum Leave Cash Out Upon Separation

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

## 2.13 Departmental of Industrial Relations (DIR) Certification Credential Differential

- A. Effective the first day of the pay period following ratification by both parties, employees in DIR in the classifications listed below who achieve and maintain either a Certified Associate Industrial Hygienist Credential (CAIH) or a Certified Industrial Hygienist (CIH) credential issued by the Board for Global Environment,

Health, and Safety Credentialing (formerly the American Board of Industrial Hygiene) shall receive a monthly pay differential as outlined below:

3824 JUNIOR INDUSTRIAL HYGIENIST

3855 ASSISTANT INDUSTRIAL HYGIENIST

3856 ASSOCIATE INDUSTRIAL HYGIENIST

- B. An employee in an eligible classification who achieves and maintains a CAIH credential shall receive a monthly pay differential of two percent (2%) of base pay.
- C. An employee in an eligible classification who achieves and maintains a CIH credential shall receive a monthly pay differential of three percent (3%) of base pay.
- D. Eligibility criteria listed in B and C above may not be combined and rates are not cumulative.
- E. An employee cannot receive a monthly pay differential for both the CAIH credential and the CIH credential. The maximum monthly pay differential for which an employee is eligible is based on the highest credential held and maintained.
- F. This differential shall not be considered compensation for purposes of retirement contributions.
- G. This differential will be paid based on a qualifying pay period.
- H. In order to continue to qualify for this differential, employee must maintain their held credential.

#### **2.14 Operational Availability Incentive Program - Department of Water Resources**

- A. The Department of Water Resources (DWR) has established a compensated time off (CTO) bonus as an incentive for Unit 10 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.
  - 1. By March 15 of each year, DWR will establish the operational availability goals (Benchmarks) for the Division of Operations and Maintenance to be achieved by December 15 of that year.
  - 2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

B. Employee Eligibility

1. Must be an employee in Bargaining Unit 10 classification utilized by the Division of Operations and Maintenance;
2. And, the Division of Operations and Maintenance meets its Operational Availability goal by December 15 of each year;
3. And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;
4. And, the employee is assigned to the Division of Operations and Maintenance either in a field division or headquarters position on December 15;
5. And, the employee has worked in such assignment at least one full calendar month.

C. The operational goals may be set at two levels, Initial Operational Availability Goal, and Second Operational Availability Goal.

1. From January 1 each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.
2. From January 1, each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
3. Eligible employees shall not receive more than eighty (80) hours of Operational Availability incentive bonus per calendar year.

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees CTO may be taken only with supervisory approval. Accrual of CTO shall not exceed two hundred and forty (240) hours at any time.

E. At the employer's option, for all Bargaining Unit 10, Division of Operations and Maintenance employees who are eligible for the Operational Availability Incentive bonus, CTO hours in excess of 40 hours accrued may be cashed out on June 30 of every fiscal year.

F. As soon as the information is available, but no later than March 15, the State shall provide the Union written notice of whether or not the Operational Availability Incentive Bonus will be awarded for the previous calendar year, pursuant to this article.

G. This article is not subject to Article 9 - Grievance and Arbitration.

### **2.15 Salary and Alternate Range Disclosure**

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

### **2.16 Range Change Deferral**

- A. Eligible employees shall receive, upon movement to an alternate range, the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in Salary Rule 599.681.
- B. Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of the MSA. Said requests by employees shall be in writing at least 30 days prior to the range change.

### **2.17 Educational Pay Differential**

- A. Effective the first day of the pay period following ratification, employees who work in a classification identified in Appendix 1 and possess a master's degree shall receive a monthly pay differential of two (2) percent of base salary.
- B. Effective the first day of the pay period following ratification, employees who work in a classification identified in Appendix 2 and possess a doctoral degree or degree of Doctor of Medicine shall receive a monthly pay differential of three (3) percent of base salary.
- C. Eligibility criteria listed in A and B above may not be combined and rates are not cumulative.
- D. When an employee meets the criteria listed in both A and B above, the employee shall only be eligible for one amount based on the highest degree held.
- E. This differential shall not be considered compensation for purposes of retirement contributions.
- F. In order to qualify for the educational pay differential, employees shall have a master's degree, doctoral degree or Doctor of Medicine from an accredited institution and be in one of the classifications identified in Appendix 1 or Appendix 2.

## 2.18 Geographical Pay Differential

- A. Effective July 1, 2024, all Bargaining Unit 10 employees whose designated reporting office is located in Alameda, Contra Costa, Marin, San Mateo, San Francisco, or Santa Clara County shall receive a monthly \$250 differential.
- B. Employees on IDL shall continue this differential.
- C. The differential is subject to an employee working a qualifying pay period.
- D. This differential shall not be considered compensation for the purposes of retirement contributions.
- E. In the event the designated reporting office is relocated out of one of the counties listed above, the differential shall cease at the end of the month the relocation occurs.
- F. If an employee transfers out of the designated reporting office located in one of the counties listed above, the differential shall cease at the end of the month the transfer occurs.

## 2.19 Longevity Pay Differential

- A. Effective July 1, 2024, BU 10 employees meeting the criteria below will be eligible to receive the corresponding monthly longevity pay differential on the following schedule:

- 1. 17 years of state service                      2% of base salary  
    18 years or more of state service    3% of base salary
- 2. Effective July 1, 2025:
  - 17 years of state service                      2% of base salary
  - 18 years of state service                      3% of base salary
  - 19 years or more of state service    4% of base salary
- 3. Effective July 1, 2026:
  - 17 years of state service                      2% of base salary
  - 18 years of state service                      3% of base salary
  - 19 years of state service                      4% of base salary
  - 20 or more years of state service    5.5% of base salary

- B. All time spent in state service shall count, as long as the employee is in a BU 10 classification at the time of eligibility for the pay differential.
- C. The above percentages are non-cumulative, i.e., an employee who has been in state service for twenty (20) years is eligible for a pay differential of five and one-half percent (5.5%) above base salary, not the cumulative total of years 17, 18, 19 and 20 years.
- D. This pay differential shall be considered compensation for the purposes of retirement.

## **2.20 Fire Mission Pay Differential**

- A. Effective the first day of the pay period following ratification, BU 10 classifications who are employed by the Department of Forestry and Fire Protection and are Fireline qualified shall receive a Fire Mission Pay differential of a one-step increase when summer preparedness has been declared for the employee's unit. Fire Mission pay shall be effective upon the first day of the pay period for which summer preparedness is implemented in the employee's unit and shall be discontinued upon the first day of the pay period for which winter preparedness is declared in the employee's unit.
- B. This pay differential is not considered compensation for retirement purposes.

## **2.21 Classification Review**

- A. During the term of this agreement, CalHR will initiate an audit of work performed by BU 10 classifications to ensure that the work performed meets the classification specifications according to the classification plan. Each classification is distinguished by the official State Personnel Board (SPB) classification specification, which describes the duties, responsibilities, typical tasks, and minimum qualification standards for each state classification. A misallocation is defined as duties of a position that are not consistent with the scope of duties and responsibilities listed in the SPB classification specification. The following allocation factors will be used to determine if audited positions are consistent with the classification specification:
  - 1. Nature of the work itself
  - 2. Work being performed
  - 3. Purpose of position (i.e. why position exists)
  - 4. Job Requirements
  - 5. Typical tasks
  - 6. Minimum qualifications

7. Knowledge and abilities
  8. Variety and scope of responsibility
  9. Complexity of work
  10. Decision-making authority and level of independence
  11. Consequence of error
  12. Sensitivity
  13. Supervision exercised or received
- B. The main objective of this audit will include the following: Identifying the duties, responsibilities, and requirements of the position and assess the nature, level, and scope of work currently performed by incumbents as compared with the Classification Specification and incumbents in the same department doing similar work. This will include desk audits, interviews, and job shadowing as well as review of the official duty statements against the Classifications Specifications.
- C. The parties will mutually agree upon five (5) classifications to be audited across two (2) to four (4) user departments that are mutually agreed upon for each classification. The state will endeavor to have the audits completed in order to meet the recommendations deadline in E below.
- D. The parties will mutually agree, in a timely manner, on the solicitation language of the Request for Proposals (RFP), if an RFP is issued.
- E. CalHR will provide CAPS-UAW with a copy of the audit recommendations upon receipt but no later than six (6) months prior to the expiration of the MOU and the parties will meet to discuss next steps.

## **2.22 Classification and Consolidation Joint Labor Management Committee**

- A. CAPS and the State agree to establish a Joint Labor Management Committee (JLMC) to consider and discuss potential consolidation of Bargaining Unit 10 classifications that may be necessary, appropriate, and mutually advantageous to the State and CAPS. The scope of the JLMC shall be as follows:
1. The committee shall complete work necessary to present a mutually supported Research Scientist consolidation proposal package to the State Personnel Board (Board) within 6 months prior to the expiration of this MOU. Nothing in this section shall be interpreted to guarantee the Board's consideration or approval of the proposed package.
  2. CalHR shall initiate a management workgroup which includes the Energy Commission and any other departments employing the Energy Resource

Specialist, Energy Commission Specialist or Energy Analyst classifications to determine feasibility of consolidation. During the term of this MOU, the workgroup shall provide updates on this effort to the JLMC.

- B. The JLMC meetings shall be scheduled at least quarterly, beginning no later than one hundred and twenty (120) calendar days after full ratification of this MOU. Additional meetings may be scheduled on an as-needed basis. The Committee by mutual agreement shall determine its meeting schedule, ground rules, agenda, and necessary participants to address identified issues. The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by CalHR. The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives/ Additional participants may be added by mutual agreement. Committee members and subject matter experts shall serve without loss of compensation.
- C. This section is not grievable or arbitrable.

### **2.23 Promotional Review Joint Labor Management Committee**

A Joint Labor Management Committee (JLMC) shall be established to review promotional pathways, including minimum qualifications, of Unit 10 Classifications in the following series:

- Examiner, Lab Field Services
- Fish and Wildlife Interpreter
- Health Physicist
- Insect Biosystematist
- Pest Prevention Assistant
- Plant Nematologist
- Plant Pathologist Diagnostician
- Seed Botanist
- State Archeologist

Both parties agree that improving promotional pathways and ensuring both an equally attractive technical and administrative track to recognize scientific knowledge is a top priority and will enable California to compete for, and retain, scientific expertise the State requires while minimizing the costs associated with employee turnover.

The JLMC will be comprised of at least seven (7) CAPS representatives, one from each of the classification series, and CalHR and their appropriate departmental counterparts. The first meeting of the JLMC will occur no later than ninety (90) days after full ratification of this Agreement and meet bi-monthly thereafter. The JLMC will agree on what classification(s) will be examined first, second and so on. The parties will endeavor to complete the list and work through the classifications timely in order to meet the recommendation deadline. The committee members will attend the meeting(s) without loss of compensation.

The JLMC recommendations shall be completed no later than three (3) months prior to the expiration of this Agreement and shall be provided to the CalHR and CAPS. If CalHR and CAPS mutually agree, as a result of the committee's recommendations, there is a critical issue that warrants immediate action, the parties agree to meet and confer to address the identified issue.

This section is not grievable or arbitrable.

## **ARTICLE 3 – LEAVES**

### **3.1 Vacation Leave**

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

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

1. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.
- B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted as qualifying service for vacation purposes set forth under Subsection A above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive

working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

- C. Employees working less than full-time accrue vacation in accordance with the applicable CalHR rules.
- D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over their accrued vacation credits to the following calendar year to a maximum of 640 hours, unless subjected to the cap increase specified in Subsection E below. A department head or designee may permit an employee to carry over more than 640 hours, unless subjected to the cap increase specified in Subsection E below, whichever is greater, of accrued vacation leave hours if an employee was unable to reduce their accrued hours because the employee:
  - 1. Was required to work as a result of fire, flood, or other extensive emergency;
  - 2. Was assigned work of a priority or critical nature over an extended period of time;
  - 3. Was absent on full salary for compensable injury;
  - 4. Was prevented by department regulations from taking vacation until December 31 because of sick leave;
  - 5. Was on jury duty; or
  - 6. Was prevented by the department head or designee from utilizing accrued vacation.

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

- E. The 640-hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 10 employees have been subject to until June 30, 2025.

- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap in Subsection D at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.
- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each departmental head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Section, shall not be affected by employee(s) entering the unit after the schedule has been established.
- I. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- J. Vacations will be canceled only when operational needs require it.
- K. BU 10 employees in Work Week Group 2 may request and use vacation leave credits in 15-minute increments.

### **3.2 Sick Leave**

- A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:
  - 1. Illness or injury, including illness or injury relating to pregnancy.
  - 2. Exposure to a contagious disease which is determined by a physician to require absence from work.
  - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
  - 4. Absence from duty for attendance upon the employee's ill or injured parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, sibling, grandparent, grandchild, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays

per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

- a. "Child" as defined by Labor Code 245.5 and Unemployment Insurance Code 3302, meaning biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, or child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- b. "Parent" as defined by Labor Code 245.5, meaning a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

5. Being a victim of domestic violence, sexual assault, or stalking.

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

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

1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of eight (8) hours credit for sick leave with pay.
2. Multiple positions under this rule:
  - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
  - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.

D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the

general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of their normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
  - 1. The employee has a demonstrable pattern of sick leave abuse; or
  - 2. The supervisor believes the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.

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

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

### **3.4 Bereavement Leave**

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

#### **A. Unpaid Bereavement Leave**

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

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

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

B. Paid Bereavement Leave, Immediate Family

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

C. Paid Bereavement Leave, Extended Family

A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor within 30 days of the first day of leave, provide documentation of the death of the family member, such as a death certificate; published obituary; written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, to support the request upon the employee's return to work.

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

E. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in B or C above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.

- F. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

### **3.5 Parental Leave**

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

### **3.6 Union Leave**

CAPS shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CAPS representative. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provision in this CAPS Agreement. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

- A. Union leave shall assure an employee the right to their former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- B. CAPS agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount for benefits equal to thirty-one (31) percent of the affected employee's salary [see below for schedule of increases to reach actual expenses related to the employee's salary and benefits], for all the time the employee is off on a union leave. Billing shall be for actual time on leave.
- C. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.
- 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 CAPS shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
- 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 a union leave, CAPS 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.
- I. Schedule of Increases:
  - 1. Effective July 1, 2024, the union leave reimbursement will be increased from 31% to 39%.
  - 2. Effective July 1, 2025, the union leave reimbursement will be increased from 39% to 47%.
  - 3. Effective July 1, 2026 and forward, the union leave reimbursement will be increased from 47% to the actual expenses related to benefits, currently 54.62%.

### **3.7 Unpaid Leave of Absence**

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to their former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
1. Union activity;
  2. For temporary incapacity due to illness or injury;
  3. To be loaned to another governmental agency for performance of a specific assignment;
  4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  5. Education;
  6. Research project; or
  7. Personal or family matters.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.
- F. Upon request by the employee, a leave of absence may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the termination.

### **3.8 Jury Duty**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.
- B. An employee shall notify their supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave, annual leave, personal leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.

- E. If an employee is assigned an approved alternate work week schedule (AWWS), the employee is not required to return to work after an eight (8) hour period of jury duty has been served. An employee with an approved AWWS shall not be required to remit jury fees if they attend jury duty on a regularly scheduled day off.
- F. At the employee's request, an approved AWWS (e.g. 9/8/80, 4/10/40, etc.) may temporarily revert to a standard work schedule of 5/8/40 Monday through Friday in full week increments for the duration of the jury duty assignment. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

### **3.9 Non-Industrial Disability Insurance**

Bargaining Unit 10 employees will be eligible for Non-Industrial Disability Insurance (NDI) until the Unit has transitioned to State Disability Insurance (SDI) to ensure that Disability Insurance coverage is available during the transition period. The transition period is defined as completed once Unit 10 has contributed to the SDI program for six (6) months. After this 6-month transition period, NDI will no longer be the Disability Insurance Program for Bargaining Unit 10 employees except otherwise noted in Section 3.24.

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive 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 the waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.
- D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, they are not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, or vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of their disability, may upon the discretion of their appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent of regular "full pay." This does not qualify the employee for a new disability period under B of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of their position.
- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- I. All other applicable Department laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

### **3.10 Catastrophic Leave**

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

- A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, or the employee's spouse, child, or parent.
- B. The receiving employee has exhausted all leave credits.

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

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

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

- A. To care for the family member's child, parent, spouse, domestic partner (as defined in accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.
- B. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain the following:

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

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

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

### **3.12 Catastrophic Leave - Natural Disaster**

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

from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

- 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 vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.
- D. The donations must be in whole-hour increments and credited as vacation or annual leave.
- E. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the leave credits received may be six (6) months.
- G. Donations shall be made on a form, signed by the donating employee, and verified by the donating department. These donations are irrevocable.
- H. This Section is not subject to the grievance procedure contained in Article 9 of this Agreement.
- I. Any state employee who is eligible to accrue leave credits is eligible to contribute to an employee's catastrophic leave credits.

### **3.13 Annual Leave**

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

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

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

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

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

- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over their accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee:

1. was required to work as a result of fire, flood, or other extensive emergency;
2. was assigned work of a priority or critical nature over an extended period of time;
3. was absent on full salary for compensable injury;
4. was prevented by department regulations from taking annual leave until December 31 because of sick leave; or

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

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

Bargaining Unit 10 employees will be eligible for Enhanced Non-Industrial Disability Insurance (ENDI) until the Unit has transitioned to State Disability Insurance (SDI) to ensure that Disability Insurance coverage is available during the transition period. The transition period is defined as completed once Unit 10 has contributed to the SDI program for six (6) months. After this 6-month transition period, ENDI will no longer be

the Disability Insurance Program for Bargaining Unit 10 employees except otherwise noted in Section 3.24.

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

the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of their position.

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

### **3.15 Blood Donation**

It is the policy of the State to support the participation of Unit 10 employees in donating blood, plasma, platelets and other blood products to certified donations centers, including certified mobile facilities. Any Unit 10 employee shall, with prior approval, be allowed reasonable time off without loss of compensation to make these donations should the donation occur during their regular work hours. Verification shall be provided upon request.

### **3.16 Mentoring Leave**

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used an equal

amount of personal time for these activities. Mentoring leave is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.

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

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

- F. An employee is not eligible to receive mentoring leave if:
  - 1. They are assigned to a "post" position in the California Department of Corrections and Rehabilitation; or
  - 2. They work in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans Affairs.

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

### **3.17 Mentoring Leave Authorization - Science Fairs**

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

### **3.18 Precinct Election - Paid Time Off**

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

### **3.19 Voluntary Personal Leave Program (VPLP)**

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

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

Modifications (including resuming or ending) to an employee's VPLP election can be done on a quarterly basis.

- C. VPLP shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use VPLP must be submitted in accordance with departmental policies on vacation and annual leave. VPLP shall

not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).

- D. An employee may accumulate no more than 240 hours of VPLP. When an employee reaches 240 hours of VPLP or would exceed 240 hours of VPLP with further accumulation, they shall be removed from the VPLP.

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

- E. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as compensation for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave. Upon retirement/separation, the cash value of the employee's Personal Leave balance may be transferred into a State of California Department of Human Resources Defined Contribution plan as permitted by federal and state law.
- F. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the VPLP.
- G. A State employee in the VPLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced supervisor's benefits they would have received had the employee not participated in the VPLP.
- H. Participation in the VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- I. Participation in the VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the ability to supplement those benefits with paid leave.
- J. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- K. The VPLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

- L. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- M. Employees on EIDL, NDI, IDL, SDI or Worker's Compensation for the entire monthly pay period shall be excluded from the VPLP for that month.

### **3.20 Personal Leave Program 2011**

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

### **3.21 Additional Sick Leave Benefits for Current State Employees injured while on Active Service**

In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability

rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

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

### **3.22 Vacation/Annual Leave Cash Out**

Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave as follows:

On or before May 1 of each year, starting in the 2016 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has the funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to carry out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

### **3.23 Personal Leave Program 2020**

The Personal Leave Program 2020 (PLP 2020) provided for 2 days or 16 hours per month to employees from the July 2020 pay period through June 2021 pay period.

- A. Employees will be given discretion to use PLP 2020 in the same manner as vacation/annual leave (Section 3.1 and 3.13, respectively) subject to operational considerations.
  - 1. All PLP 2020 leave not used within the pay period it was earned shall be carried over.
  - 2. PLP 2020 time may be used before any other paid leaves.
  - 3. Employees may elect to use PLP 2020 in lieu of approved sick leave.
  - 4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.
- B. Whenever practicable employees should use all leave earned under PLP 2020 prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section.
- C. PLP 2020 shall have no cash value and may not be cashed out prior to separation. If an employee's separation is not voluntary and the separation date cannot be extended PLP 2020 shall be cashed out.
- D. Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
- E. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.
- F. PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- G. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications or movement between ranges.
- H. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.
- I. PLP 2020 accruals do not expire.

### **3.24 State Disability Insurance (SDI)**

Bargaining Unit 10 shall be converted to the State Disability Insurance (SDI) program following ratification by both parties and pursuant to the process below:

- A. Effective at the earliest possible date within 6 months from ratification by the parties of this agreement, and at the beginning of the next closest pay period, implementation of the SDI program for Bargaining Unit 10 shall be completed. The completion of implementation will signify the beginning of SDI deductions and the beginning of the transition period.
- B. The transition period for Bargaining Unit 10 shall span six (6) months.
- C. At the completion of the transition period, all Bargaining Unit 10 employees shall be covered under the State Disability Insurance (SDI) benefit as follows:
  1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code. SDI provides benefits for an employee disabled due to a non-work-related illness or injury. SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one (1) year after the child's birth or placement of the child in connection with foster care or adoption. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.
  2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks and for PFL up to a maximum of eight (8) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). All accounts receivable notices shall be sent via mail and electronic mail. Within the notice for the accounts receivable, employees shall be informed of the ability to utilize leave credits to settle the amount owed. Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied using leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
  3. If an employee is released by the employee's physician to return to work on a part-time basis, an employee may use accrued vacation, annual

leave, CTO, holiday credit, personal leave (PLP) or sick leave balances to supplement the employee's SDI benefits.

4. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.
    - a. If the employee meets the requirements pursuant to CA Unemployment Insurance Code 3303, an employee taking PFL as described in Section A (1) is eligible for benefits without the seven (7) day waiting period.
  5. An employee may elect to supplement the employee's SDI benefit by utilizing up to 40 hours per month of the employee's accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement, it may affect the SDI benefits. An employee's combined SDI benefit and use of leave credits cannot exceed the employee's regular monthly gross (less mandatory reductions) pay. Within one week of being disabled from work. The employee or the employee's representative must contact the employee's departmental personnel office to provide information on the following:
    - a. The date the disability/illness commenced,
    - b. The estimated duration of the disability,
    - c. A phone number where the employee can be reached,
    - d. The election of leave credits usage during the first week of disability,
    - e. The number of hours in a month to be charged to leave credits,
    - f. Whether or not the employee is planning to file for SDI,
    - g. The election to supplement leave credits with SDI benefits,
    - h. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office to ensure proper supplementation of benefits and payment.
- D. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either

party's contractual rights which are not related to the denial of an individual employee's benefits.

- E. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain the employee's ENDI and NDI eligibility for six (6) months.
- F. For a period of three (3) months after the transition of Bargaining Unit 10 employees to SDI is complete, employees may elect to switch between either program: the Vacation and Sick Leave Program and the Annual Leave Program.
- G. When the State Controller's Office resumes its effort to modernize the State's current payroll system, the State agrees to meet with the Union to discuss the feasibility of integration of SDI benefits.

### **3.25 Employee Donated Release Time Bank**

During the term of this Agreement, the State and CAPS-UAW shall meet regarding the establishment of a Unit 10 Employee Donated Release Time Bank whereby Unit 10 employees would be permitted to voluntarily contribute identified leave credits to be used by BU 10 employees identified by CAPS-UAW.

CAPS-UAW and the state shall each have seven (7) representatives attend meetings. The first meeting will occur no later than five (5) months following the ratification of the agreement by both the parties.

## **ARTICLE 4 – HOLIDAYS**

### **4.1 Holidays**

- A. All full-time and part-time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
  - 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
  - 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
  - 3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B above shall be observed on

the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.

- C. Every full-time and part-time employee, upon completion of six (6) months of their initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year.

The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of their personal holiday on the day they desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G or I, below. An employee shall receive compensation for only the observed or actual holiday, not both.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall be paid in accordance with Government Code Section 19853. The employee shall be credited 8 hours holiday credit and be paid straight time, hour-for-hour basis for the time worked. Employees who are required to work one of the following premium holidays will be credited eight hours of holiday credit, as well as paid one and one-half (1½) the hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th. The method of compensation shall be at the State's discretion. If a full-time employee works eight (8) hours on the premium holiday, the employee shall receive no more than 20 hours of total compensation (combination of holiday credit, CTO, or cash) for each holiday worked.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When a permanent full-time employee is required to work on an observed holiday and the observed holiday falls on the employee's regularly scheduled day off, the employee shall receive up to eight

(8) hours of holiday credit and one (1) hour Administrative Time Off (ATO) for every two (2) hours worked. If an observed holiday falls on an employee's normal day off, and the employee does not work, the employee shall receive no more than eight (8) hours of holiday credit.

J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be paid in accordance with Government Code Section 19853. The employee shall be credited holiday credit based on the calculation in the chart in K and be paid straight time, hour-for-hour basis. Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th, compensable by cash, CTO or holiday credit. The method of compensation shall be at the State's discretion.

K. Part-time employees shall receive holidays in accordance with the following:

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

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

3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

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

- L. Work Week Group 2 employees may request and take Holiday Credit in fifteen (15) minute increments.
- M. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- N. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- O. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

**ARTICLE 5 - HEALTH AND WELFARE**

**5.1 Health, Dental, Vision**

A. Health Benefits

1. Contribution Amounts

- a. The employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

To be eligible for these contributions, an employee must positively enroll in a health plan administered or approved by CalPERS.

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

## B. Health Benefits Eligibility

### 1. Employee Eligibility

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

### 2. Permanent Intermittent (PI) Employees

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

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

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

### 3. Family Member Eligibility

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

## C. Dental Benefit Plans

### 1. Contribution

- a. The State agrees to pay the following contribution for dental benefits that went into effect January 1, 2018. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by California Department of Human Resources.

(1) The State shall pay up to \$38.12 per month for coverage of an eligible employee.

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

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

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

## 2. Employee Eligibility

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

## 3. Family Member Eligibility

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

## 4. Coverage During First 24 Months of Employment

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

## D. Vision Benefit Plan

### 1. Program Description

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

### 2. Employee Eligibility

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

### 3. Family Member Eligibility

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

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

## 5.2 Employee Assistance Program

- A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug, and stress-related problems such as marital, domestic partner, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to receive treatment or counseling on a variety of substance-related or stress-related problems so as to retain or recover their value as an employee.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued compensating time off credits, sick leave, annual leave, vacation leave, and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all compensating time off, sick leave, annual leave, vacation leave, and holiday credits have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Nonindustrial Disability Insurance. A list of all Employee Assistance Program Coordinators shall be furnished to CAPS annually.
- C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug or stress-related problems confidential, such records shall not be included in the employee's personnel file.
- D. If an employee desires counseling and wishes to maintain total confidentiality, they should call the independent Employee Assistance Program (EAP) vendor directly. The independent EAP vendor's phone number is (866) EAP-4SOC (866-327-4762).
- E. Should an employee contact the EAP Coordinator for help, the EAP records concerning the employee's problem are considered confidential and shall not be included in the employee's personnel file.

### **5.3 Medical Monitoring**

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

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

### **5.4 Employee Injury on the Job**

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

### **5.5 Independent Medical Examinations**

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

## 5.6 Enhanced Industrial Disability

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

### A. IDL

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

employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

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

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

1. An employee in the above enumerated classifications who loses the ability to work for more than 22 days as the result of an injury incurred in the official performance of their duties, may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee under the jurisdiction of the California Department of Corrections and Rehabilitation, a client of the Department of Developmental Services, patient of the Department of State Hospitals or a member of the Department of Veterans Affairs.
2. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this Section, "net salary" is defined as the amount of salary received after federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
3. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by

the department director or designee. This benefit shall not be applied to either presumptive, stress- related disabilities, or physical disability having mental origin.

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

## **5.7 FlexElect Program**

### **A. Program Description**

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

### **B. Employee Eligibility**

1. All eligible employees must have a permanent appointment with a time base of half time or more, or if in a limited-term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not permanent intermittent).
2. Permanent Intermittent (PI) employees shall only participate in the Cash Option and will be eligible to receive a six month cash payment for the first control period of each Plan Year. PIs choosing the Cash Option will qualify if they meet all of the following criteria:

- a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling.
- b. Must have a PI appointment which is effective January 1 through June 30 of the Plan Year for which they are enrolling.
- c. Must be paid for at least 480 hours worked during the January through June control period of the Plan Year for which they are enrolling.
- d. Must have submitted an enrollment application during the FlexElect Open Enrollment Period or as newly eligible.

C. This Section is not grievable or arbitrable.

### **5.8 Pre-Tax of Health/Dental/Vision Premiums**

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

### **5.9 Benefits Advisory Committee**

The California Association of Professional Scientists (CAPS) agrees to participate in the Benefits Advisory Committee established by the California Department of Human Resources.

### **5.10 Pre-Retirement Death**

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

- A. Employees in this unit who are members of the Public Employees Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, pursuant to Government Code Section 21574.7, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. The benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.

- B. Pursuant to Government Code Section 21581(c), the contribution for employees covered under this new level of benefits will be \$2.00 per month as long as the combined employee and employer cost for this program is \$4.00 per month or less per covered member. If the total cost of this program exceeds \$4.00 per month per member, the employee and the employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS Board, pursuant to Government Code Section 21581.

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

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

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

- B. The benefit is payable to the employee, employee estate or their designated beneficiary in the event of accidental death or dismemberment.
- C. In the event of a dispute regarding appropriate designated beneficiaries, the life insurance benefit shall not be paid until the disputants legally verify that they have settled the dispute or a court of competent jurisdiction resolves the matter for the parties.

**5.12 Rural Health Care Equity Subsidy Program**

The State and the Union agree that the provisions of this Section shall not extend beyond the sunset date of the Rural Health Care Equity Program (RHCEP), as defined in Government Code 22877.

Should future legislation be chaptered that provides funding for the RCHEP, the State agrees to meet-and-confer to discuss implementation of the legislation for Unit 10.

**5.13 Health Promotion Activities**

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

- B. Departments may, based on operational needs, allow employees up to one full-hour of administrative time-off (ATO) per month, to participate in State-sponsored on-site health promotion activities. On-site may include events sponsored on a virtual platform.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the worksite: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and COVID-19, flu and/or other immunizations.

#### **5.14 Organ and Bone Marrow Donation**

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

- A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be granted up to five (5) work days of paid leave (Donor Leave) in any one year period.
- B. The one-year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
- C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, related to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or vacation/annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave

may include, but is not limited to, sick leave, vacation, annual, personal, CTO, Family Medical, catastrophic, and medical leave.

- J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave, and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to their former position.

### **5.15 Lactation Accommodation**

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

## **ARTICLE 6 – BUSINESS AND TRAVEL EXPENSES – ALLOWANCES AND REIMBURSEMENTS**

### **6.1 Business and Travel Expenses**

- A. The parties agree during the term of this contract that the State shall implement the Business and Travel Expenses provisions set forth in the attached Appendix 1 – 6.1 Business and Travel Expenses. This implementation will allow for the planned conversion of the business and travel expense reimbursement program to one that includes adopting the federal standard meal and incidental expense rate and lodging rates established by the General Services Administration (GSA). The business and travel reimbursement program as set forth in Appendix 1 – 6.1 Business and Travel Expenses shall become operative as follows:
  - 1. Appendix 1 – Effective upon the implementation date provided by the State to CAPS, as determined by the State, Appendix 1 – 6.1 Business and Travel Expenses shall be operative and replaces the language contained below.
- B. The State agrees to reimburse employees for actual, necessary, and appropriate business and travel expenses in accordance with CalHR rules and Online HR Manual sections 2201 (Travel and Relocation Policy), 2202 (Mileage Reimbursement), and 2203 (Allowances and Travel Reimbursements).

Effective upon ratification of this agreement by both parties, lodging, transportation, and per diem expenses incurred will be reimbursed in accordance with the time frame requirements and rates set by CalHR. Personal vehicle

mileage reimbursement rates will continue to be tied to the Federal Standard Mileage Reimbursement (FSMR) rates.

- C. During the term of this agreement, the parties agree that the State may apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 10 employees.

## **6.2 Moving Expenses**

Whenever an employee is reasonably required by the State to change their place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 6.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

## **6.3 Business Equipment, Materials and Supplies**

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

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

## **6.4 Uniform Replacement**

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based upon actual costs for an amount to be determined by the State but not to exceed \$670.00 per year for full-time employees, and not to exceed \$335.00 a year for part-time employees of the Department of Fish and Wildlife, Department of Forestry and Fire Protection and Department of Parks and Recreation.
- B. Uniform means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank or time in service.
- C. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of, or damage to, the

uniform items other than that incurred as the result of normal wear or through no fault of the employee.

- D. In those cases where the State does not provide the uniform to be worn, Unit 10 employees shall be responsible for the purchase of the required uniform as a condition of employment. After a Unit 10 employee has been employed for the equivalent of one full year in a permanent position which requires a uniform, the employee must submit a request in accordance with existing departmental practice in order to receive a uniform allowance. The uniform replacement allowance anniversary date for employees in the Department of Parks and Recreation shall continue to be February 1 of each year. Employees who do not have one (1) full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.
- E. All required uniform items substantiated with a receipt(s) for same will be reimbursed up to the maximum allowance for the respective allowances as listed in Subsection A above.

### **6.5 Damage of Personal Items**

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

### **6.6 License Renewal Fees**

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

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

## **6.7 Safety Footwear**

- A. The purchase of specific safety or protective footwear required to be worn, but not provided by the employer shall be eligible for a reimbursement of up to \$275.00 every two years.
- B. Effective the first day of the pay period following ratification, employees employed by the Department of Forestry and Fire Protection and are Fireline qualified or employees in the Assistant State Archeologist, Associate State Archeologist, Environmental Scientist, Senior Environmental Scientist (Specialist) classification employed by the Department of Parks and Recreation and are Fireline qualified shall be reimbursed up to \$480.00 every year for the purchase or refurbishment of National Fire Protection Association (NFPA) Wildland Fire Boots.
- C. The employee shall provide the employer with a receipt of purchase upon request for reimbursement.
- D. Upon request to a department, by the Union, the department will provide a list of the assignments eligible to receive this reimbursement.

## **6.8 Overtime Meal Allowance (moved from August 23, 2019 Side Letter)**

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

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

### **7.1 Meal Period**

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

## **7.2 Alternative Work Schedules**

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

## **7.3 Overtime Scheduling**

- A. Where practicable, a department shall establish a system to request and utilize volunteers to perform overtime work from among Unit 10 employees who are qualified and available within the appropriate work area. If insufficient employees volunteer for the overtime opportunities, the State will decide who shall perform the overtime work.
- B. Where sufficient Unit 10 employees volunteer for overtime opportunities, the overtime will be distributed fairly among employees insofar as circumstances permit. CAPS recognizes that work in progress may be completed by the employee performing the work at the time the determination was made that overtime was necessary.

## **7.4 Call Back Time**

- A. An employee in Work Week Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins three (3) or more hours after the completion of the work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off, the employee shall receive call back compensation. When staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

## **7.5 Fair Labor Standards Act**

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

## **7.6 Duty Officer - Department of Toxic Substances Control**

- A. The after-hours Emergency Response Duty Officer (ERDO) Program is staffed by Environmental Scientist, Range C, and/or Senior Environmental Scientist (Specialist) volunteers from the Emergency Response Program, and if there are insufficient ERDO unit volunteers, other qualified DTSC volunteers based upon the volunteers' current job assignment, background, skills, experience, and training. The ERDO assignment involves responding to telephone calls received from the Governor's Office of Emergency Services or from other government agencies for the purpose of taking immediate corrective actions necessary to remedy or prevent an emergency resulting from fire, explosion, release, or potential release of hazardous substances that threaten human health or the environment. This activity includes, but is not limited to, approving expenditures of State funds, providing technical guidance, and coordinating emergency responses.
- B. ASSIGNMENT:
  - 1. On a seven consecutive day rotational basis, an ERDO volunteer will serve as primary contact during non-regular work hours and will be available by telephone at all times during the assignment as ERDO. A period of less than seven days may be assigned at the ERDO's request due to extreme and unusual conditions.
  - 2. Those ERDO volunteers not acting as primary ERDO will act as backup contacts, if available, in the event the primary ERDO cannot be reached or is unable to carry out the duties of the assignment. The non-regular work hours that will be covered by the ERDO include weekdays from 5:00 pm to 8:00 am, with 24-hour coverage on weekends and days the office is closed during normal workdays, holidays, and/or emergencies.

## C. COMPENSATION:

1. Effective upon ratification of this Agreement, ERDO volunteers shall receive a baseline compensation of one (1) hour paid at time and a half for each weekday period (5 pm to 8 am), and 3.5 hours paid at time and a half for each day (24 hours) on the weekend for a total of 12 hours paid at time and a half per week.
2. Any compensation for time spent acting as ERDO for less than a full weekday or weekend period shall be pro-rated on these baseline rates.
3. An after-hours ERDO working on a holiday shall receive an additional four (4) hours paid at time and a half.
4. In addition to the baseline compensation of 12 hours per week, employees shall receive a minimum of two (2) hours paid at time and a half per incident handled. Time exceeding two hours will be compensated with pay at time and a half for each quarter hour increment. DTSC will compensate with pay paid at time and a half unless management and the employee agree on compensating time off (CTO).
5. When an ERDO volunteer determines they need rest during regular work hours, the ERDO volunteer may request up to four (4) hours administrative time off to be granted at the supervisor's discretion.

### **7.7 Work Week Group Definitions and Compensation**

#### A. Work Week Group 2

1. Work Week Group 2 applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA).
2. Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of forty (40) hours in a period of 168 hours or seven consecutive 24-hour periods.
3. The State employer agrees to administer current rules and practices regarding work week groups and overtime. Only time actually worked shall be considered time worked towards premium overtime in a work week. This means that time spent by employees on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., shall not be counted as time worked for purposes of determining eligibility for premium overtime.
4. Employees in Work Week Group 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

- a. Cash compensation shall be at one and one-half (1½) times the hourly rate.
  - b. Compensating time off for Work Week Group 2 employees shall be given at one and one-half (1½) hours for each overtime hour worked.
5. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

B. Work Week Group E

1. State employees who are exempt from the FLSA are salaried, not hourly, workers.
2. To assure continued exemption from the FLSA, the following is the state's policy for all employees exempt from the FLSA:
  - a. Management determines, consistent with the current memorandum of understanding, the products, services, and standards which must be met by FLSA exempt employees.
  - b. The salary paid to FLSA exempt employees is full compensation for all hours worked.
  - c. FLSA exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal, with the exception of Subsection 7.7 (B)(3) below.
  - d. FLSA exempt employees are expected to work the hours necessary to accomplish assignments and fulfill their responsibilities. The employee's workload will normally require 40 hours per week to accomplish. However, inherent in the job is the responsibility and expectation that work weeks of longer duration may be necessary for which there will be no additional compensation in any form.
  - e. Management can require FLSA exempt employees to work specified hours.

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

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

f. Consistent with the salaried nature of FLSA exempt employees, these employees:

(1) Shall not be charged any paid leave for absences in less than whole day increments;

(2) Shall not be docked for absences of less than a day;

(3) Shall not be suspended in increments of less than one complete work week (one week, two weeks, three weeks, etc.) when facing discipline, suspensions, demotions, or discharge;

(4) Shall not have absences of less than a day recorded for attendance record keeping or compensation purposes.

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

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

1. Research Scientist II (Epidemiology/Biostatistics)
2. Research Scientist III (Epidemiology/Biostatistics)
3. Research Scientist IV (Epidemiology/Biostatistics)
4. Staff Chemist

b. The calculation of hours of work for ICS assignments and/or positions will be based on complete work week increments and will not begin or end mid-week. A "work week" is defined as Sunday through Saturday.

c. Upon the switch to WWG 2, employees will be subject to all provisions outlined in Subsection 7.7 (A), Work Week Group 2 above.

### C. Work Week Group SE

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

## 7.8 On-Call Assignments - Department of Fish and Wildlife

### A. Office of Spill Prevention and Response (OSPR)

#### 1. On-Call Program

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

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

- a. The OSPR will establish and make available on-call schedules through a shared electronic calendar for each field response team (FRT) at least one month in advance of the on-call rotation. The schedules are based on a standard seven-day rotation. Staff will work out necessary switches in on-call rotations or specific days between themselves and make sure that schedules are updated to reflect those changes. Staff will notify Dispatch and their Response Supervisor of any changes to the on-call schedules. Supervisors may need to adjust the schedule or rotation if there are staff vacancies or extended staff leave. A Response Supervisor is a manager or supervisor having the authority to call back and assign employees to an emergency incident.
- b. The on-call employee shall check and update or request update of the appropriate FRT electronic On-Call calendar if there are inaccuracies in the schedule.

- c. If an employee, due to an emergency or illness, is unable to fulfill their on-call duty responsibilities, the employee must notify their Response Supervisor who can identify staff to cover the on-call shift(s). The Response Supervisor will first seek volunteers to cover the on-call shift. However, if no one volunteers or the program is under time constraints, management retains the discretion to make on-call assignments from among program Unit 10 employees.
- d. Management retains the right to place additional program Unit 10 employees on on-call duty during emergency situations.
- e. Employees assigned to on-call duty must respond within fifteen (15) minutes of being contacted by a program communication dispatcher. If the employee does not respond to the initial call, the dispatcher will make a second attempt to reach the employee. If the dispatcher is still unable to reach the on-call employee, the dispatcher shall contact the Response Supervisor. "Respond" in this case means contacting the dispatcher and beginning the response assessment procedure, including fact finding via telephone and/or driving to a particular incident.
- f. Employees on-call who do not respond or cannot be located may forfeit their on-call compensation.

### 3. Cell Phones

- a. The program will furnish cellular telephones and require employees assigned to on-call duty to carry these with them. Assigned employees shall be required to keep the cell phone activated and available, and to respond in the event they are contacted by a dispatch representative during such on-call time.
- b. It is the responsibility of the employee to give the dispatcher another contact number if the employee is in an area where the cell phone does not work.

### 4. Compensation

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

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

calculated at regular time and shall not be considered as time worked for overtime purposes consistent with federal and state law.

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

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

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

5. Response While On-Call

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

6. Dispute Resolution

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

### **7.9 Arduous Duty Differential for FLSA Exempt Employees**

The State shall establish an “arduous pay” program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee’s classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year, or per event for emergencies involving loss of life or property, if the following conditions are met:

- A. There is a nonnegotiable deadline or extreme urgency;
  - 1. The work must have a deadline or completion date that cannot be controlled by the employee or their supervisor or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for their work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.
- B. Work exceeds normal work hours and normal productivity;
  - 1. The work must be extraordinarily demanding and time consuming, and of a nature that significantly exceeds the normal work week and work productivity expectations of the employee’s work assignment.
  - 2. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal work week to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.
- C. Work is unavoidable;
  - 1. 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;
  - 1. 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

1. 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.

F. The circumstances that support the arduous pay are documented using CalHR Form 777 (Arduous Work Pay Request).

Requests for arduous pay shall be made to the California Department of Human Resources (CalHR) on a case-by-case basis by the employing department. CalHR shall evaluate said requests based on whether it satisfies subsections A-F above.

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

Disputes between the Union and Departments may be elevated by the Union to CalHR via email to [grievances@calhr.ca.gov](mailto:grievances@calhr.ca.gov) in writing, including CalHR Form 777 (Arduous Work Pay Request), for review and final determination. CalHR shall respond to the elevated submission in writing within 90 calendar days after receipt of the dispute.

### **7.10 Telecommute/Telework Program**

The terms “telework,” “teleworking,” “telecommute,” and “telecommuting” refer to formalized work flexibility arrangements established between the department management and the employee under which the employee performs the duties and responsibilities of the employee’s position from a location other than the office. The term “office” refers to the location, state building, or official worksite that would be the employee’s work location if not teleworking.

- A. Where operational considerations permit, a department may establish a telework program. Such programs shall operate within the policies, procedures, and guidelines established by the Statewide Telework Policy. The departmental program shall be in writing and made available for employees to review.
- B. Not all positions or job duties may meet applicable criteria to be appropriate for telework, per departmental telework policy.
- C. If the telework arrangement conforms to telework criteria established in the department’s telework policy and guidelines, no employee’s request for telework shall be unreasonably denied. Employee’s request for telework shall be submitted in writing on the prescribed form and replied to in writing within twenty-one (21) calendar days of submission. The parties may mutually agree to extend this response period.
- D. Any Unit 10 employee who teleworks shall have an approved Telework Agreement on file.

- E. Department management shall endeavor to provide employees with a minimum of 30 days' notice for any change in the event of a revision or termination of a Telework Agreement. Thirty days' notice is the standard by which departments should operate unless emergent issues arise.
- F. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet-and- confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.
- G. Should a Unit 10 employee require equipment that has not already been provided per the procedures outlined within Section 6.3 of the MOU, they may request and the departments may elect to provide reimbursement to Unit 10 employees for additional appropriate business expenses in accordance with departmental policies.
- H. Disputes regarding this section are grievable to the fourth step (CalHR level) of the grievance procedure as outlined in Article 9.

## **7.11 Telework Stipend Program**

### **A. Eligibility**

Effective October 1 2021 employees who have an approved telework agreement on filed with the department shall receive a telework stipend as provided below:

1. Employees identified as "Remote Centered," as defined within the Statewide Telework Policy with an approved telework agreement shall receive \$50 per month. Remote-centered is defined as a teleworker who works fifty percent or more of their time from an alternate work location.
2. Employees identified as "Office Centered," as defined within the Statewide Telework Policy with an approved telework agreement shall receive \$25 per month. Office-centered is defined as a teleworker who works more than fifty percent from the office.
3. "Incidental telework" does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.
4. In the event the changes are made to the definitions as outlined in the Statewide Telework Policy, the State will provide notice to CAPS.

### **B. Payment Process**

1. This stipend shall be paid for each eligible pay period, payable the following pay period.
  2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
  3. This payment is not subject to a qualifying pay period.
  4. For approved telework agreements that are effective other than the first day of the pay period, the stipend is payable upon a fully executed telework agreement.
  5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
  6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
  7. No receipts shall be required for the payment of this stipend.
  8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
  9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this section and the terms of the MOU.
- C. The Telework Stipend Program is grievable through the fourth step (CalHR level) of the grievance procedure and is not arbitrable.
- D. Should the stipend amounts, as listed in Section A(1) and A(2), for any other Bargaining Unit result in more than what is received by Bargaining Unit 10 employees, the same rate shall apply to Unit 10 employees simultaneously.

### **7.12 Telework Joint Labor Management Committee**

During the term of this Agreement, the State and CAPS agree to establish a Joint Labor Management Committee (JLMC) to discuss and provide recommendations for solutions on telework issues for Bargaining Unit 10 employees.

Meetings shall be scheduled at least quarterly, beginning no later than 90 days after the ratification of this agreement, and a specific agenda of issues to be discussed will be

developed and distributed 10 working days in advance of each meeting. Any meeting may be canceled upon mutual agreement of the parties. Additional meetings may be scheduled on an as-needed basis. The Committee by mutual agreement shall determine its meeting schedule, ground rules, agenda, and necessary participants to address identified issues.

The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by CalHR. The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Additional participants may be added by mutual agreement. Committee members and subject matter experts shall serve without loss of compensation.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

This section shall not be subject to the grievance and arbitration procedure.

### **7.13 On-Call Assignments - Public Health**

- A. An on-call assignment is defined as a work-shift of no less than one (1) day in which the Unit 10 employee is: (1) available by telephone or electronic paging device at all times; and (2) normally immediately available to return to the facility for any emergency response deemed necessary by the employee or supervisor. On-call assignments shall be in addition to the employee's normal work schedule. If the State deems it necessary, the State shall issue a Unit 10 employee an electronic paging device or cellular device during an on-call assignment.
- B. Those employees completing an on-call assignment shall receive one (1) hour CTO for each eight (8) hour time period of each on-call assignment, to a maximum of three hours CTO for each 24 hour period on call. Fractions of an hour shall be compensated in quarter hour increments, rounded to the next highest quarter hour.
- C. On-call assignments shall not be rescheduled to be less than one full day solely to avoid payment under this Section.
- D. Unit 10 employees who complete on call assignments of less than seven (7) consecutive days shall receive pro rata CTO or pro rata pay.
- E. On call compensation can apply to all Unit 10 staff regardless of work week group.

## **ARTICLE 8 - RETIREMENT**

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be

deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.

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

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

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

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

Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to January 15, 2011	First Tier B Formula (2% at age 60) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.00
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

E. Employee Retirement Contribution

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

2. As stated in Government Code Section 20683.2, Industrial members shall pay an additional one percent (1%) employee retirement contribution to retirement. Effective July 1, 2013, Industrial members subject to social security shall contribute nine percent (9%) of pensionable compensation in excess of \$513.00 to retirement.
3. Industrial members not subject to social security shall contribute ten percent (10%) of pensionable compensation in excess of \$317.00 to retirement.
4. The employee contribution rates described in 8.1 (E)(1), 8.1 (E)(2), and 8.1 (E)(3) for First Tier A, First Tier B, and PEPRA First Tier retirement formulas shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016- 17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.1 (E)(1), 8.1 (E)(2), or 8.1 (E)(3), respectively. After CalPERS determines (a) and (b) above have been met, the employee contribution rate for miscellaneous or industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to the employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, 2020, the employee contribution shall return to the rate in effect July 1, 2018, as described in 8.1 (E)(1), 8.1 (E)(2), and 8.1 (E)(3).

#### F. Final Compensation

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

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

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

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

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

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

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

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

#### E. Employee Retirement Contribution

1. As stated in Government Code Section 20683.2, State Safety members shall contribute an additional one percent (1%) retirement contribution. Effective July 1, 2013, State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317.00 for retirement.
2. Effective July 1, 2014, State Safety members shall contribute an additional one percent (1 %) retirement contribution. State Safety members shall contribute eleven percent (11 %) of pensionable compensation in excess of \$317.00 for retirement.
3. The employee contribution rates described in 8.2(E)(2) for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall remain in effect until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.2(E)(2). After CalPERS determines (a) and (b) above have been met, the employee contribution rate for State Safety A, State Safety B, PEPRA State Safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to employee contribution in any given fiscal year

shall not exceed 1 percent per year. Beginning July 1, 2020, the employee contribution shall return to the rate in effect July 1, 2018, as described in 8.2 (E)(2) above.

F. Final Compensation

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

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

**8.3 Second-Tier Retirement Plan**

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

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

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67	1.2500	1.2500

D. Employee Retirement Contribution

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

E. Final Compensation

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

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

#### **8.4 Savings Plus Program Defined Contribution Tax Advantage Retirement Savings Plans**

- A. The Department of Human Resources administers the Savings Plus Program, which is two (2) voluntary defined contribution plans, under Sections 457(b) and 401(k) of the Internal Revenue Code. Employees in Unit 10 are eligible to be included in these defined contribution plans. Traditional (pre-tax) and/or Roth (after-tax) contributions can be made. All Unit 10 employees shall be eligible to participate in these program options. Participation shall be voluntary.
- B. The Savings Plus Program shall maintain a brokerage option available to all participants. The brokerage option offered shall provide the broadest array and number of investments practicable included in the program. All costs for the brokerage option shall be paid by participants enrolled in the brokerage program.

#### **8.5 Items Excluded from Compensation for Retirement Purposes**

The State and CAPS agree that the following items shall be excluded from compensation for the purposes of retirement contributions:

<u>ARTICLE/SECTION</u>	<u>TITLE</u>
Article 6, Section 4	Uniform Replacement Allowance
Article 2, Section 7	Diving Pay
Article 19, Section 6	Transportation Incentives

Effective the 1<sup>st</sup> of the month following ratification, the following existing items shall be excluded from compensation for the purposes of retirement contributions.

<u>ARTICLE/SECTION</u>	<u>TITLE</u>
Article 2, Section 6	Staff Specialist Compensation
Article 17, Section 2	Out-of-Class Pay

#### **8.6 Enhanced Industrial Retirement**

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

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

### **A. PEPRA Definition of "Pensionable Compensation"**

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United States Code Section 430 (b). The 2013 limits are \$113,700.00 for members subject to Social Security and \$136,440.00 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

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

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

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

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

## **8.8 Tax Treatment of Employee Retirement Contributions**

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

### **A. Pick up of Employee Contributions**

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

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

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

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

#### C. Wage Adjustment

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

#### D. Limitations to Operability

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

#### E. No Arbitration

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

### **8.9 Prefunding of Postretirement Health Benefits**

The State and CAPS hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 10; and agree that the

foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. The State and CAPS will prefund retiree healthcare with the goal of maintaining a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees. The amount of employee and matching employer contributions required to prefund retiree healthcare was phased in over three years as follows:

1. July 1, 2017: by 0.7 percent,
2. July 1, 2018: by 0.7 percent, for a total of 1.4 percent,
3. July 1, 2019: by 1.4 percent, for a total of 2.8 percent.

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

B. The contribution percentages shall be adjusted based on actuarially determined total normal costs. Adjustments to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the total normal cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost-sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year.

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

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

D. Withholding of Contributions

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

E. Contributions will be deposited in the designated state sub-account for BU10 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree

health benefits to state annuitants and dependents associated with BU10. As defined in Government Code Section 22940, a designated state sub-account is a “separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity.”

- F. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or their beneficiary or survivor.
- G. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
- H. The parties agree to support any legislation necessary to facilitate prefunding of retiree health care obligations.

### **8.10 Employer Contribution for Retiree Health Benefits**

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

- A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
  - 1. “Weighted average of the health benefit plan premiums” as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
  - 2. This section shall apply to all employees first hired on or after January 1, 2016.
- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
  2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.
  3. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.
- C. State employees and annuitants in BU 10 hired on or after January 1, 2016 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.
- D. This section does not apply to:
1. State employees previously employed before January 1, 2016, who return to state employment on or after January 1, 2016; and
  2. State employees on an approved leave of absence employed before January 1, 2016, who return to active employment on or after January 1, 2016.
- E. The parties agree to support any legislation necessary to facilitate and implement this provision.

**8.11 Post-retirement Health and Dental Benefit Vesting**

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

Health and Dental Benefit Vesting	
Credited Years of Service (For Employees in state service prior to January 1, 2016 for health benefits vesting;	Percent of Employer Contribution

and for Employees in state service prior to January 1, 2019 for dental benefits vesting)	
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

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

completed years of credited State service at retirement as shown in the following table:

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

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

## **ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.1 Purpose**

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

### **9.2 Definitions**

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

### **9.3 Time Limits**

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

### **9.4 Waiver of Steps**

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

### **9.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the

grievant or a CAPS representative, or both, may attend without loss of compensation. A CAPS representative may request a meeting at the first or second step providing it causes no additional cost to the State.

### **9.6 Informal Discussion**

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

### **9.7 Formal Grievance - Step 1**

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

### **9.8 Formal Grievance - Step 2**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

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

### **9.9 Formal Grievance - Step 3**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

### **9.10 Formal Grievance - Step 4**

- A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the California Department of Human Resources (CalHR) or designee via email to [grievances@calhr.ca.gov](mailto:grievances@calhr.ca.gov).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of CalHR or designee shall respond in writing to the grievance.

### **9.11 Response**

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

### **9.12 Formal Grievance - Step 5**

- A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after receipt of the fourth level response, CAPS shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within thirty (30) calendar days after receipt of the fourth level response, it shall be considered withdrawn and CAPS may not proceed to arbitration.
- B. CAPS shall have one hundred eighty (180) calendar days after appealing the grievance to arbitration to request in writing to CalHR to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days of the initial request to arbitrate, the grievance shall be considered withdrawn and CAPS may not proceed to arbitration.

Within seven (7) calendar days after the notice to strike arbitrators has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this

meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators from which the State and CAPS shall alternately strike names until one name remains and this person shall be the arbitrator.

The State shall have forty (40) calendar days after a request to the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service prior to selecting an arbitrator.

- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.
- D. An arbitrator may, upon request of CAPS and the State, issue their decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put their decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in Section 9.2.A shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

### **9.13 Health and Safety Grievances**

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

#### **A. Health and Safety Grievance - Step 2**

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

#### **B. Health and Safety Grievance - Step 3**

- 1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days of receipt to a designated supervisor or manager identified by each

department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

2. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.
3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response, CAPS shall have the right to submit the grievance to arbitration.

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

## **ARTICLE 10 – CAPS REPRESENTATIONAL RIGHTS**

### **10.1 Representational Designation**

- A. The State recognizes and agrees to deal with designated CAPS representatives, and/or CAPS staff on the following:
1. The administration of this contract;
  2. Employee discipline cases;
  3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
  4. Matters scheduled for hearing by the California Victim Compensation Board;
  5. Matters pending before the State Personnel Board;
  6. AWOLs and resignation-related appeals;
  7. Discussions with management regarding reasonable accommodation; and
  8. The CalHR statutory appeal hearings.
- B. A written list of CAPS representatives, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation, and CAPS shall notify the State promptly of any changes of such representatives. CAPS representatives shall not be recognized by the State until such lists or changes thereto are received. A CAPS representative's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for CAPS to assign a

representative to an area of primary responsibility for several small offices or buildings within close proximity.

## **10.2 Access**

CAPS representatives or staff may have access to employees, in person or virtually, if the equipment used for the virtual meeting is available and utilized as a normal part of the employee's duties. Such access is to represent them pursuant to Section 10.1.A above. Access shall not interfere with the work of the employees. CAPS representatives or staff seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made.

## **10.3 Use of State Phones and Other Equipment**

- A. CAPS representatives shall be permitted reasonable use of State phones and State Equipment to communicate for CAPS representation purposes.
- B. CAPS representatives shall be permitted use of State Phones and State Equipment for representational activities as defined in Section 10.1.A, if said equipment is available and utilized as a normal part of the employee's duties. Such use of State equipment, such as fax machines and copiers, shall be minimal and incidental and shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Should a CAPS representative use State Phones and State Equipment for reasons as permitted in Section 10.1 (A), the CAPS representative will obtain approval from the employee's immediate supervisor prior to use.

## **10.4 Distribution of Literature**

- A. CAPS may use existing employee organization bulletin boards to post materials related to CAPS business. Upon mutual agreement between an authorized CAPS representative and the department, CAPS bulletin boards will be installed at reasonable locations. When required in advance, CAPS shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. CAPS may, before or after work hours and during meal or break periods, distribute CAPS literature in non-work areas.
- C. CAPS may continue to use existing employee mailboxes and in-baskets for distribution of literature.
- D. CAPS agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

## **10.5 Use of State Facilities**

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

## **10.6 Representative Time Off**

Upon request of an aggrieved employee, a representative shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 10.1.A of this Agreement, provided the employee represented is in the representative's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the representative's immediate supervisor.

## **10.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPS representative on representational matters at the work site or virtually, if the equipment used for the virtual meeting is available and utilized as a normal part of the employee's duties. Such meetings shall be in accordance with Section 10.2 above during work hours, subject to approval of the employee's supervisor.

## **10.8 Representative Protection**

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

## **10.9 Releases of Home Addresses and Employee Communication**

### **A. Home Addresses and Employee Communications – Generally**

Consistent with the PERB regulations and State law, the State shall continue to provide CAPS with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires. A law enforcement employee is defined as someone with peace officer powers as provided by the California Penal Code.

Within 30 days of hire and every 120 days thereafter, departments shall provide bargaining unit employees' name, classification, department, work location; and work, home, and personal cellular telephone number; and work and personal email address(es) on file with the employer.

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

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

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 CAPS, or (2) to cancel a previous withhold request thereby permitting release of their home address to CAPS.

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

Within one month following ratification of this Agreement by both parties, the State will send a letter to all existing Unit 10 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to CAPS.

D. Release and Use of Addresses

The State Controller's Office will send CAPS a list of all Unit 10 employees who, pursuant to Subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from CAPS. The State Controller's Office will also send CAPS a list of all Unit 10 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings by the State

The State Controller's Office will mail CAPS information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from CAPS. Said material shall be provided by CAPS. The cost of this mailing shall be paid for by CAPS. CAPS agrees to hold the State harmless for any annual mail that does not reach Unit 10 employees.

F. Address and Communications Confidentiality

Employee work and home addresses, home telephone number, personal cellular telephone number and personal email address(es) shall be maintained as confidential by CAPS. CAPS shall take all reasonable steps to ensure the security of work and home addresses, home telephone number and personal email address(es) and shall not disclose or otherwise make them available to any

person, entity, or organization. Employee addresses shall only be used by CAPS for representational purposes.

The state shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code section 6206.7.

G. Nature of Material

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

H. Costs Reimbursable

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

I. Hold Harmless and Indemnification

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

J. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code section 7928.300.

## 10.10 Employee-Union Orientation

- A. CAPS representatives and staff shall be given the opportunity to meet with each employee new to Unit 10 during normal working hours for orientation and onboarding of the employee on their employment status, rights, benefits, duties, responsibilities or other employment-related matters, and the role of CAPS, consistent with Section 10.2, without loss of compensation to the employee or CAPS representatives.
- B. CAPS shall receive not less than 10-days' notice in advance of a regularly scheduled new employee orientation and/or employee orientation sessions with the location, date, format (in person and/or virtual medium), and timeframe for the Union to address Unit 10 employees. A shorter notice may be provided in a

specific instance when there is an urgent need critical to the employer's operation that was not reasonably foreseeable. A list of Unit 10 employees anticipated to attend will be provided prior to the orientation, if practicable.

- C. CAPS representatives and staff shall have the opportunity to meet with Unit 10 employees for up to 30 minutes during any regularly scheduled orientation session for orientation to the MOU and the Union. It is understood that the 30 minutes is for the Union's presentation and shall not be counted against reasonable state travel time to and from the presentation.
- D. If a department does not hold an orientation within 60 days after hire, or if an employee is unable to attend the orientation session(s) held, each Unit 10 employee shall be given the opportunity to meet with a CAPS representative and staff for 30 minutes during normal working hours for orientation to the MOU and the Union, consistent with the provision of Section 10.2.

## **ARTICLE 11 – ORGANIZATIONAL SECURITY**

### **11.1 Organizational Security**

- A. The State agrees to deduct and transmit to CAPS all membership dues authorized on a form provided by CAPS.
- B. The State and CAPS agree that a system of authorized dues deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.8, subject to the following provisions:
  - 1. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for CAPS membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from CAPS membership by sending a signed withdrawal letter to CAPS and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of this Agreement
  - 2. CAPS agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
- C. No provision of this section nor any disputes arising thereunder shall be subject to the grievance procedure contained in Article 9 of this Agreement.

## **ARTICLE 12 – STATE RIGHTS**

### **12.1 State Rights**

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

## **ARTICLE 13 – GENERAL PROVISIONS**

### **13.1 No Strike**

- A. During the term of this Agreement, neither CAPS nor its agents nor any Bargaining Unit 10 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. CAPS 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.

### **13.2 No Lockout**

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

### **13.3 Individual Agreements**

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

### **13.4 Savings Clause**

Should any provision(s) of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force.

Upon occurrence of such an event, the parties shall meet-and-confer as soon as practicable to renegotiate the invalidated provision(s).

### **13.5 Reprisals**

The State and CAPS shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Dills Act or any right given by this Agreement.

The principles of agency shall be liberally construed.

### **13.6 Supersession**

The following enumerated Government Code Sections and Education Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections and Education Code Sections are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections or Education Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or Education Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Dills Act.

#### **A. Government Code Sections**

##### **1. General**

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

## 2. Step Increases

- 19829 Requires CalHR to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

## 3. Holidays

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

## 4. Vacations

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

## 5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full -time and part-time employees.
- 19861 Allows CalHR to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.
- 19863 Allows sick leave use while on temporary disability (due to work -incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Provides sick leave accumulation for non-civil service employees.
- 19991.4 Provides that absence of an employee for a work -incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

## 6. Paid Leaves of Absence

- 19991.3 Jury duty.
- 19991.5 30 -day educational leave for the medical staff and medical technicians of the Veterans Home.
- 19991.7 Teachers' educational leave and earned credits subject to CalHR rule.

## 7. Uniforms, Work Clothes and Safety Equipment

- 19850.1 Provides for uniform allowances.
- 19850.3 Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

## 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 -day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes CalHR to adopt rules governing IDL.
- 19877.1 Sets effective date.

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

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

- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes CalHR to establish rules governing NDI.

10. Life Insurance

- 21600 Establishes group term life insurance benefits
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

11. Health Insurance

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

12. Work Week

- 19851 Sets 40 -hour work week and 8 -hour day.
- 19843 Directs CalHR to establish and adjust Work Week Groups.

13. Overtime

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

14. Callback Time

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

15. Defined Contribution

- 19993 Allows employees to deduct a portion of their salary to participate in a 457(b) defined contribution 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 -year leave of absence; assures the employee a right of return.
- 19991.2 Allows the appointing power to grant a two -year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work -incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

## 19. Performance Reports

- 19992 Provides for establishment of performance standards by State agencies.
- 19992.1 Provides for a system of performance reports and allows CalHR to enforce adherence to appropriate standards.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by CalHR rule.
- 19992.4 Allows CalHR to establish rules leading to reduction in class 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 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

## 21. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid -off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30 -day written notice prior to layoff and not more than 60 days after seniority is 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 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 CalHR or SPB on certain matters.

## 24. Training

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

- B. Applicable Education Codes Part 43, Section 70000, et al. Part 32, Section 59000, et al.

### **13.7 Non-Discrimination**

- A. The State and CAPS agree that neither party will discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, genetic information, marital status, physical or mental disability, medical condition, sexual orientation, gender, gender identity, gender expression, political affiliation, military or veteran status, or any protected category covered under applicable state and federal employment laws 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 9 of this Agreement.

### **13.8 Sexual Harassment**

- A. The State and CAPS agree that no employee shall be subject to sexual harassment and agree to take such actions as necessary to assure that this purpose is achieved. In this spirit, the State agrees to post a statement of this commitment to this principle in all work sites.
- B. Complaints alleging harassment shall not be grievable under the grievance procedure contained in Article 9 of this Agreement.

- C. If the complaint is resolved in favor of the employee and the employee feels they are unable to return to their current job assignment, the State shall give consideration to transferring the employee to an equivalent position at the same salary and class, in the same location if a vacancy exists.
- D. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced, or otherwise interfered with in the exercise of the employee's rights under this section.

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

#### **A. Rent**

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

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

#### **B. Utilities**

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

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

2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

## **ARTICLE 14 – HEALTH AND SAFETY**

### **14.1 Health and Safety Committees**

- A. The parties agree that Joint CAPS/Management Health and Safety Committees are appropriate in many areas of State employment. At CAPS request, each department shall establish at least one Joint CAPS/Management Health and Safety Committee. Additional Joint CAPS/Management Health and Safety Committees may be established as appropriate for the larger departments.
  1. Joint CAPS/Management Health and Safety Committees may consist of no more than one representative in the area served by each Joint CAPS/Management Health and Safety Committee. The State may appoint an equal number of State representatives.
  2. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.
  3. Employees appointed to serve on the Committee shall serve without loss of compensation.
  4. To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint CAPS/Management Health and Safety Committee and remain confidential.
- B. When an employee in good faith believes that they are being required to work where a clear threat to their health and safety exists, they will so notify their supervisor. The supervisor will immediately assess and/or investigate the situation and, if needed, also consult with the appropriate departmental personnel, then either direct the employee to temporarily perform some other task(s) or proclaim the situation safe and direct the employee to proceed with their assigned duties. If CAPS or the employee still believes the unsafe condition exists, CAPS or the employee may file a grievance alleging a violation of this Section pursuant to the Health and Safety Grievance Procedure outlined in Section 9.13.

## **14.2 Ergonomic Evaluation**

- A. Upon the written request of the employee, the State shall provide, based on departmental policy and within a reasonable time frame, an ergonomic evaluation of the employee's primary workstation by a trained evaluator. As a result of the evaluation, the State, as necessary, shall make ergonomic appropriate equipment available.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the "Computer Users Guide to an Ergonomic Workstation", or similar guide, which will be available to all departments for training purposes.

## **ARTICLE 15 – CAREER DEVELOPMENT**

### **15.1 Release Time for State Civil Service Examinations**

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during their normal work hours and the employee has provided reasonable (normally two working days) notice to their supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of a CalHR examination.
- B. Authorized release time for reasonable travel time to and from the examination site shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
  - 1. Costs associated with travel will not be paid by the State.
- C. If the examination is provided electronically the employee, upon receiving approval from the employee's supervisor, shall be allowed a reasonable amount of time to use state owned property to register for and complete the examination during the employee's normal working hours with no loss of compensation.

### **15.2 Performance Appraisal and Individual Development Plan**

- A. The performance appraisal system of each department shall include annual written performance appraisals for permanent employees. Such performance appraisals shall be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which they are serving.

- B. The department shall notify CAPS when performance standards are implemented or changed.
- C. The purpose of the Individual Development Plan (IDP) is to establish personal objectives and develop a plan for achieving professional growth, training, career mobility and/or future career changes. An employee is not required to participate in the IDP process. If an employee elects not to participate, this decision will not be held against them.
- D. Departments shall notify each eligible employee of the opportunity to submit an IDP at least annually for full-time employees and for Permanent Intermittent (PI) employees who work seven hundred fifty (750) hours or more annually.
- E. The IDP process shall not be part of the performance appraisal or disciplinary process. If all or part of the IDP is disapproved, the employee shall be notified in writing.

### **15.3 Training**

- A. The State agrees to reimburse Unit 10 employees for expenses incurred as a result of attending departmental approved and authorized job-required training. Attendance shall be without loss of compensation. Departmentally approved and authorized training attended during off-duty hours shall be considered work time. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:
  - 1. Tuition and/or registration fees,
  - 2. Cost of course-required books and materials,
  - 3. Transportation or mileage expenses,
  - 4. Toll and parking fees, and
  - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Section 6.1 of this Agreement.
- C. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion of either: (1) the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.
- D. As authorized and approved by a department, a Unit 10 employee may attend, without loss of compensation, and may be reimbursed, in full or in part, for training designed to increase the employee's job proficiency or professional

career development and growth, and/or to maintain or obtain required professional licensure, certification or registration.

- E. All training requests, approvals, and disapprovals, shall be in accordance with departmental procedures. Management shall respond to all training requests within twenty-one (21) calendar days from the date the request was received. The parties may mutually agree to extend this response period. Employee training requests must be compatible with their approved Individual Development Plan where such plans are utilized. When an employee training request is denied, the department will give consideration to this fact when reviewing the employee's next request for training.
- F. This Section is only appealable to the third step of the grievance procedure and is not arbitrable.

#### **15.4 Certification or Registration**

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

#### **15.5 Departmental Orientation**

The State recognizes the value of having Unit 10 employees knowledgeable of programs and activities carried out by the departments. Each department shall periodically conduct a departmental orientation program for new permanent, full-time Unit 10 employees. Upon approval, existing employees may participate in the orientation.

#### **15.6 Professional Papers**

- A. Upon prior approval of the department head or designee, the State may provide a Unit 10 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the

paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.

- D. Employees who author or co-author any scientific research document and/or professional paper shall be credited as authors.
- E. The department head or designee shall respond to the employee's request for research, preparation and presentation of professional papers within thirty (30) days from the date the request was received.

### **15.7 Volunteer Training**

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

### **15.8 Professional Society Dues**

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

### **15.9 Professional Conferences**

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

### **15.10 Professional Development**

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

### **15.11 Licensure and Certification - Continuing Education - Licensed Veterinarians (includes licensed Veterinarian Specialist)**

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

- A. The State shall not require Unit 10 employees to utilize vacation/sick leave, annual leave, CTO or Personal Leave to attend conferences directly related to maintaining licensure or certification. The time used for CE leave, regardless of location, shall be considered the same as other paid leave (i.e. vacation, annual leave). CE shall not be subject to any other leave cash-out provisions nor shall CE leave be cashed-out at separation or retirement. CE leave shall be carried over to the next fiscal year if the employee is denied or does not have the opportunity to use their CE leave during the fiscal year.
- B. Requests for CE leave must be submitted to the supervisor or designee at least fourteen (14) days prior to the CE training. The department or designee shall approve or deny requests for CE leave within seven (7) workdays. CE requests shall not be unreasonably denied.
- C. Effective the first day of the pay period following ratification, the State will reimburse up to \$1,500 per year to cover CE costs for tuition and/or registration fees, associated memberships, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and sustenance expenses, and all other work-related expenses for courses directly related to licensure or certification. Certificates of completion shall be submitted with the expense claim. Employees working less than full-time shall be entitled to a pro-rated amount of the \$1,500 per year.

## **ARTICLE 16 – TRANSFER AND LAYOFF**

### **16.1 Layoff and Reemployment**

#### **A. Application.**

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

#### **B. Order of Layoff.**

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

C. Notice.

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

D. Transfer or Demotion in Lieu of Layoff.

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

E. Reemployment.

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

F. State Service Credit for Layoff Purposes.

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

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

## **16.2 Reducing the Adverse Effects of Layoff**

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

## **16.3 Change in Work Location**

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

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

#### **16.4 Appeal of Involuntary Transfer**

An involuntary transfer is a transfer that is not voluntary on the employee's part. Any employee subject to an involuntary transfer, which reasonably requires an employee to change their residence, will be notified in writing of the involuntary transfer by their department at least 60 days prior to the effective date. Such notice shall provide the employee with the reason which caused the need for the transfer.

- A. An involuntary transfer which reasonably requires an employee to change their residence may be grieved under Article 9 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the California Department of Human Resources disapproves the transfer, the employee: (1) shall be returned to their former position; (2) shall be paid the regular travel allowance for the period of time they were away from their original headquarters; and (3) shall be paid their moving costs both from and back to the original headquarters, in accordance with the California Department of Human Resources laws and rules.
- B. An Appeal of an involuntary transfer which does not reasonably require an employee to change their residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.
- C. This provision does not apply to involuntary transfers in lieu of layoff as outlined in Article 16.1 (Layoff and Reemployment).

#### **16.5 Hardship Transfer**

The State and CAPS recognize the importance of hardship transfers as a way of dealing with work issues and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; a substantiated complaint of workplace violence or workplace bullying; mandatory job transfer of a spouse or domestic partner (in accordance with Family Code Section 297); or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area, work location, or unit to mitigate the hardship.

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

level. Reasons for the inability to grant the transfer shall be provided in writing as soon as practicable.

Transfers under this section shall be considered voluntary.

The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

## **ARTICLE 17 - CLASSIFICATION**

### **17.1 Classification Changes**

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

### **17.2 Out-of-Class Grievance Process**

- A. Definitions
  - 1. "Working out-of-class" (a.k.a. "out-of-class work") is defined as performing, more than 50 percent of the time, the full range of duties and

responsibilities allocated to an existing class and not allocated to the class in which the employee has a current, legal appointment.

2. A “pre-arranged out-of-class assignment” is defined as the intentional assignment of out-of-class work to an employee by the employee’s appointing power, department head or designee for a defined period of time of up to 120 days or, if approved by the California Department of Human Resources, up to one year.
3. “Terminated out-of-class work or assignment” is defined as “working out-of-class” (as defined above) in which the out-of-class work or assignment has ceased either because the duties and responsibilities that created the out-of-class situation were removed, or the percentage of time spent performing the full range of duties and responsibilities fell below 50 percent, or the employee is no longer working in the position alleged to have created the out-of-class situation.

#### B. Pre-arranged Out-of-Class Assignments

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

##### 1. Rate of Pay:

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

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

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

#### C. Out-of-Class Grievances

##### 1. Exclusive Appeal Process:

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

2. Out-of-Class Remedy:

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

3. Retroactive Pay:

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

4. Back Pay Limited to One Year:

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

5. Arbitrator Limitations:

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

D. Grievance Procedure and Time Limits

1. Duty to File Timely Grievance:

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

2. Third Level Appeal:

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

3. Third Level Response:

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

4. Fourth Level Appeal:

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

5. Fourth Level Response:

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

6. Arbitration Request:

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

7. Arbitration Process:

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

E. Arbitrator Award:

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

F. Effective the 1<sup>st</sup> of the month following ratification, the payments made pursuant to this provision will not be considered compensation for retirement purposes.

## ARTICLE 18 - PERMANENT INTERMITTENT APPOINTMENTS

### 18.1 Permanent Intermittent Appointments

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

- 1. Sick Leave.

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

- 2. Vacation Leave.

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

- a. Pay the employee in a lump sum payment for accumulated vacation leave credits; or
- b. Schedule the employee for vacation leave; or
- c. Allow the employee to retain their vacation credits; or
- d. Effect a combination of a, b or c above.

3. Annual Leave.

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

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

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

4. Holidays.

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

5. Bereavement Leave.

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

6. Jury Duty.

An intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs

and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from scheduled work hours because they are on jury duty.

7. Non-industrial Disability Leave.

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

Once the transition period as referenced in Section 3.24 of this MOU is complete, PI employees shall be covered under the SDI benefit in accordance with Section 3.24.

8. Pay Day.

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

9. Dental Benefits.

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

10. Health Benefits.

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

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

## **ARTICLE 19 - MISCELLANEOUS**

### **19.1 Request for Reinstatement After AWOL Separation**

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

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

### **19.2 Incompatible Activities**

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

### **19.3 Personnel and Evaluation Materials**

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in their official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date the document acknowledging receipt. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or their authorized representative may review the employee's official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.

- E. The employee shall have a right to insert in their file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in CAPS/State collective bargaining negotiations shall recognize the employee's frequent absence from their State job and the impact of such absences on the employee's performance.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three-year period. Except that, by mutual agreement between a department head or designee and an employee, an adverse action material may be removed.

#### **19.4 Release Time for State Personnel Board**

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

#### **19.5 Peer Review**

The State and CAPS recognize that peer review can be advantageous to maintaining the quality of research in scientific disciplines. Upon request, the departments will within thirty (30) calendar days, meet-and-confer regarding the use of peer review where appropriate. Up to two (2) CAPS employee representatives may be given release time to meet-and-confer without loss of compensation. Article 9 does not apply to this Section.

#### **19.6 Transportation Incentives**

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

Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 100 percent (100%) discount on public transit passes sold by State agencies up to the monthly exclusion amount provided by the Internal Revenue Service (IRS). Employees who purchase public transit passes on their own shall be eligible for a 100 percent (100%) reimbursement up to the monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

#### C. Van Pool

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

#### D. Mass Transit and Vanpool

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

- E. For the term of this Agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars (\$20.00) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees 60 days but no less than 30 days' notice of a parking rate increase.

The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared with rates for covered parking.

- F. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.
- G. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notify and meet-and-confer regarding the impact of such new or changed policies.

### **19.7 Group Legal Services**

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

### **19.8 Workplace Violence and Bullying Prevention**

Each department shall establish, implement, and maintain a Workplace Violence and Bullying Prevention Program. The program shall be in writing and distributed and/or made available to all employees.

The parties agree that the model Workplace Violence and Bullying Prevention Program will be updated during the term of this Contract to include the definition of “abusive conduct,” consistent with Government Code 12950.1, and that “abusive conduct” is also known as “bullying.”

### **19.9 CalEPA Relocation and Transportation Agreement**

Except as otherwise specified, this section shall apply only to those employees headquartered in the CalEPA Building located at 1001 I Street in Sacramento, California.

- A. Telecommute Policy.

The CalEPA Telecommute Policy shall be implemented and available to all scientists throughout the State employed by CalEPA.

- B. Commute Mitigation

1. Alternate Transportation Support – The State and CAPS 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.
2. Incidental Use Parking – CalEPA shall develop an “Incidental Use Parking Program” for employees who use alternate means of transportation to commute to and from work. Upon 24 hours’ notice, employees who self-certify that they are using alternate transportation to commute to and from work at least three times per week, shall be eligible to park for up to two days per pay period in a CalEPA paid parking space set aside for this purpose.
3. Guaranteed Ride Home Program – This program exists through the Sacramento Transportation Management Association. This program allows employees who use alternative transportation at least three times per week to obtain transportation in the case of emergency or unanticipated approved overtime that precludes the use of their regular ride home. Eligible employees may use the program up to six times in a 12-month period. All CalEPA boards, departments and offices will maintain membership in this organization in order to provide this benefit to all qualifying employees.

#### C. Parking

1. Parking Lot Waiting List – For purposes of allocating available parking spaces to CalEPA employees who were not assigned a lottery number on August 3, 2000, the following priority order shall be used after September 1, 2000: 1) disabled, 2) car/vanpools and shared permits with at least two CalEPA employees, and 3) all others, on a first come first served basis, without exceptions.
2. Waiting List Status Reports – Upon request of the exclusive representative for any of its affected bargaining units, CalEPA shall provide reports describing: 1) the number of parking permits available by lot, 2) the number of permits issued, and 3) the number of employees on the waiting list of each lot.
3. Parking - It is understood that the State will not subsidize employee parking.

#### D. Bicycle Transportation

1. Bicycle Storage Fee Reimbursement – Employees charged a bicycle storage fee shall be eligible for reimbursement of \$15.00 per month from when the employee relocates to the CalEPA building. This shall not be considered compensation for purposes of retirement contributions. The

State may establish and implement procedures for the administration of this benefit.

2. Bicycle Storage Assignments – Bicycle storage shall be assigned based on commute days, by lottery numbers, and in accordance with the following priority: 1) five days per week, 2) four days per week, and 3) three days per week. CalEPA shall notify each bicyclist of storage arrangements beginning October 1, 2000. Advance acceptance of the storage assignment may be submitted to appropriate administrative officials. After assignments are final at each bicycle storage area, each employee may then request to be placed on a waiting list for specific bicycle storage areas. Placement on a waiting list shall be based on a first come, first served basis. Upon satisfactory proof of the need for such accommodation, bicycle commuters who require special needs accommodations shall have priority over all others commuting the same number of days per week.

The CalEPA Bicycle Storage Area is not scheduled to be available for parking until December 2000. Employees with permits may either park bicycles in general work areas of a CalEPA sponsored Pilot Project, or use available bicycle storage facilities located at 901 P Street, or any other state building.

3. City Storage Fee Reimbursement – Employees who commute to and from work by bicycle at least three days per week shall be eligible for reimbursement of the fee charged by the City for bicycle parking until the bicycle storage facilities in the new building are available for use, and afterwards, if the facilities in the new building are fully utilized.

#### E. Clothing Lockers

1. Priority assignment shall be given to employees who commute by bicycle or on foot by lottery number and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Employees who commute to and from work by bicycle or on foot who were not assigned a lottery number, shall be assigned available clothing lockers in accordance with the same priority and on a first-come, first-served basis. Employees requiring a clothes locker to meet special needs accommodations shall be assigned a clothes locker upon satisfactory proof of the need for such accommodation. All other clothing lockers shall be utilized on a first-come first-served basis.

#### F. Safety Committee

CalEPA agrees to establish a Safety Committee to review and discuss safety issues and concerns applicable to the employees of CalEPA and its Boards, Departments and Offices (BDO) located at the CalEPA Headquarters building at

1001 I Street in Sacramento. The Committee shall meet quarterly and participants shall include the safety officer from each BDO and one representative from each Bargaining Unit willing to participate. The Committee shall establish Bylaws that may or may not be based on any such existing committees, so long as they are not in conflict with the Memoranda of Understanding for each participating Bargaining Unit.

G. Building Card Key Costs

Employees are responsible for their business card keys. Except in cases of loss and/or damage due to negligence, business card keys will be replaced at no cost to employees up to two times per year.

H. Implementation

Where necessary, CalEPA shall develop procedures to implement any of the above programs.

**19.10 Contracting Out**

A. Purpose.

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Unit 10 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. Policy Regarding Personal Services Contracts and Cost Savings.

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Unit 10 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide CAPS' designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 10 class sections.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department

shall provide CAPS' designated representatives with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed provided the contract is/will be for services found in Unit 10 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(2).

3. The purpose of this subsection (C) is to provide CAPS with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with CAPS for this purpose, if requested by CAPS.

#### D. Personal Service Contracts In Existence

1. Upon request of the union each department shall submit copies of any or all personal services contracts that call for services found in Unit 10 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the union, or longer if approved by the union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 10 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in Unit 10 classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 10 class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in Unit 10 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.
2. Within 10 workdays after receipt of the personal service contract and associated documents as provided for in paragraph D(1) above, the union and the department shall begin reviewing the contracts. The union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, and all applicable laws, Federal mandates and court decisions/orders. In this regard, the union and the

department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the union and the department.

3. The union and the department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the terminations of personal service contracts under this provision, it is the intent of the State to implement agreements of the union and the department for utilization of said savings. Such agreements may include:
  - a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 10 employees.
  - b. Enabling the employment of Unit 10 employees for services currently performed by contractors.
  - c. Enabling of the conversion to Unit 10 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
  - d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
  - e. Such other purposes as may be mutually agreed upon.

#### E. Displacement Avoidance

1. The objective of this subsection is to ensure that Unit 10 employees have preference over contract employees consistent with, but not limited to the following principles:
  - a. The duties at issue are consistent with the Unit 10 employee's classification;
  - b. The Unit 10 employee is qualified to perform the job; and
  - c. There is no disruption in services.

2. To avoid or mitigate Unit 10 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the union and the department that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a Unit 10 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and CAPS shall meet-and-confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a Unit 10 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with Section 6.2 of the parties' collective bargaining agreement.

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

G. Relationship Between this Section and Related Statutes.

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

### **19.11 Union/Management Committee on State Payroll System**

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

This section shall not be subject to the grievance and arbitration procedure.

### **19.12 Excess Leave Balance Committee**

Upon request by either party, CAPS and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations on reducing the excess leave balances of Bargaining Unit 10 employees.

The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Committee members and subject matter experts shall serve without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules, and agenda.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

This section shall not be subject to the grievance and arbitration procedure.

### **19.13 Electronic Monitoring**

- A. The State shall not use a Bargaining Unit 10 employee's log on/off time to the computer, electronic access card entry/exit times, or other "online status" in any electronic application as the sole source of attendance reporting or as the sole reason of discipline.
- B. Any electronic location tracking will primarily be used for operational efficiency, safety, and security, but such data shall not be the sole basis for disciplinary action unless driving behavior or vehicle use constitutes cause for disciplinary action as defined in Government Code 19572.
- C. Any disputes that arise under this provision, are grievable up to Step 4 (CalHR) of the grievance process outlined in Article 9.2 of this contract.

### **19.14 Bicycle Commuter Program**

- A. The Program is a taxable benefit administered by CalHR. This benefit is voluntarily provided by the State of California and encourages active State employees (employees) to consider bicycle commuting as a means of active transportation to and from their residences and places of employment. The Program promotes health and wellness and sustainable commuting practices by encouraging employees to use bicycles as their primary means of commuting.
- B. Eligible employees who regularly commute by bicycle during a substantial portion of a calendar month may submit claims in accordance with current state policy (HR Manual section 1425 – Bicycle Commuter Program).
- C. For the purposes of this Program, a bicyclist is any person riding a unicycle, bicycle, or tricycle, including Class I and II e-bikes, cargo bikes, recumbent bikes,

bikes with trailers, handcycles, or other variations. Motorized scooters or mopeds are not considered bicycles.

- D. Disputes over denied claims should be submitted pursuant to the procedures outlined in HR Manual Section 1425. This Section is not grievable or arbitrable.

### **19.15 The California State Payroll System Project**

The State and CAPS agree to reopen only applicable MOU sections needed to implement changes required by the California State Payroll System Project, upon notice by the State.

### **19.16 Memorandum of Understanding (MOU) Accessibility**

In order to be in compliance with California Government Code Sections 7405 and 11135 and Web Content Accessibility Guidelines, CalHR may need to make modifications to the formatting of the MOU when posting on CalHR's website. These modifications will not change the intent of the language, nor will they be substantive in nature. Examples of formatting changes include table headers and outline format. Any changes will be provided to CAPS for prompt review and discussion prior to posting. The review and discussion will not impede timely posting of the MOU.

## **ARTICLE 20 – ENTIRE AGREEMENT AND DURATION**

### **20.1 Entire Agreement**

- A. This Agreement 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 Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement 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 Agreement. The parties recognize that during the term of this Agreement 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 CAPS of the proposed change 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 10, when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 10.
2. Where the subject matter of the change is within the scope of representation pursuant to the Dills Act.
3. Where CAPS requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Dills Act.

## **20.2 Duration**

- A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect July 1, 2024 and remain in full force through July 1, 2027.
- B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

## **20.3 Contract Appropriation**

The State and CAPS-UAW agree to present to the Legislature a provision to appropriate funds to cover the economic terms of this agreement. This will maintain Unit 10 employee salaries and benefits in case of an untimely budget.

**Appendix 2.17 – 1 – Educational Pay Differential - Master’s Degree**

CLASS CODE	CBID	CLASS TITLE	EDUCATION QUALIFICATION
			Possession of Master’s Degree
7941	R10	ASSOCIATE TOXICOLOGIST	MASTER’S
8057	R10	SPECTROSCOPIST	MASTER’S
0537	R10	INSECT BIOSYSTEMATIST	MASTER’S
1272	R10	PLANT PATHOLOGIST (DIAGNOSTICIAN)	MASTER’S
5591	R10	RESEARCH SCIENTIST III (CHEMICAL SCIENCES)	MASTER’S
5594	R10	RESEARCH SCIENTIST III (EPIDEMIOLOGY/BIOSTATISTICS)	MASTER’S
5596	R10	RESEARCH SCIENTIST III (FOOD AND DRUG SCIENCES)	MASTER’S
5599	R10	RESEARCH SCIENTIST III (MICROBIOLOGICAL SCIENCES)	MASTER’S
5604	R10	RESEARCH SCIENTIST III (PHYSICAL/ENGINEERING SCIENCES)	MASTER’S
5605	R10	RESEARCH SCIENTIST III (SOCIAL/BEHAVIORAL SCIENCES)	MASTER’S
5606	R10	RESEARCH SCIENTIST III (VETERINARY SCIENCES)	MASTER’S
0495	R10	SEED BOTANIST	MASTER’S
0534	R10	ASSOCIATE INSECT BIOSYSTEMATIST	MASTER’S
0512	R10	ASSOCIATE PLANT NEMATOLOGIST	MASTER’S
1273	R10	ASSOCIATE PLANT PATHOLOGIST (DIAGNOSTICIAN)	MASTER’S
0493	R10	ASSOCIATE SEED BOTANIST	MASTER’S
3755	R10	ASSOCIATE SEISMOLOGIST	MASTER’S
7946	R10	EXAMINER II, LABORATORY FIELD SERVICES	MASTER’S
5581	R10	RESEARCH SCIENTIST II (CHEMICAL SCIENCES)	MASTER’S
5582	R10	RESEARCH SCIENTIST II (EPIDEMIOLOGY/BIOSTATISTICS)	MASTER’S
5585	R10	RESEARCH SCIENTIST II (FOOD AND DRUG SCIENCES)	MASTER’S
5587	R10	RESEARCH SCIENTIST II (MICROBIOLOGICAL SCIENCES)	MASTER’S
5588	R10	RESEARCH SCIENTIST II (PHYSICAL/ENGINEERING SCIENCES)	MASTER’S

<b>CLASS CODE</b>	<b>CBID</b>	<b>CLASS TITLE</b>	<b>EDUCATION QUALIFICATION</b>
5590	R10	RESEARCH SCIENTIST II (SOCIAL/BEHAVIORAL SCIENCES)	MASTER'S
0531	R10	SENIOR INSECT BIOSYSTEMATIST (SPECIALIST)	MASTER'S
0501	R10	SENIOR PLANT NEMATOLOGIST (SPECIALIST)	MASTER'S
1274	R10	SENIOR PLANT PATHOLOGIST (DIAGNOSTICIAN) (SPECIALIST)	MASTER'S
0492	R10	SENIOR SEED BOTANIST (SPECIALIST)	MASTER'S

**Appendix 2.17 – 2 – Educational Pay Differential Ph.D. or Degree of Doctor of Medicine**

CLASS CODE	CBID	CLASS TITLE	EDUCATION QUALIFICATIONS
			Possession of Ph.D. or MD
7941	R10	ASSOCIATE TOXICOLOGIST	Ph.D.
7978	R10	STAFF TOXICOLOGIST (SPECIALIST)	Ph.D.
5608	R10	RESEARCH SCIENTIST IV (CHEMICAL SCIENCES)	Ph.D./MD
5609	R10	RESEARCH SCIENTIST IV (EPIDEMIOLOGY/BIOSTATISTICS)	Ph.D./MD
5611	R10	RESEARCH SCIENTIST IV (FOOD AND DRUG SCIENCES)	Ph.D./MD
5612	R10	RESEARCH SCIENTIST IV (MICROBIOLOGICAL SCIENCES)	Ph.D./MD
5613	R10	RESEARCH SCIENTIST IV (PHYSICAL/ENGINEERING SCIENCES)	Ph.D./MD
5622	R10	RESEARCH SCIENTIST IV (SOCIAL/BEHAVIORAL SCIENCES)	Ph.D./MD
5625	R10	RESEARCH SCIENTIST IV (VETERINARY SCIENCES)	Ph.D./MD
5627	R10	RESEARCH SCIENTIST V (CHEMICAL SCIENCES)	Ph.D./MD
5629	R10	RESEARCH SCIENTIST V (EPIDEMIOLOGY/BIOSTATISTICS)	Ph.D./MD
5631	R10	RESEARCH SCIENTIST V (FOOD AND DRUG SCIENCES)	Ph.D./MD
5634	R10	RESEARCH SCIENTIST V (MICROBIOLOGICAL SCIENCES)	Ph.D./MD
5635	R10	RESEARCH SCIENTIST V (PHYSICAL/ENGINEERING SCIENCES)	Ph.D./MD
5636	R10	RESEARCH SCIENTIST V (SOCIAL/BEHAVIORAL SCIENCES)	Ph.D./MD
5637	R10	RESEARCH SCIENTIST V (VETERINARY SCIENCES)	Ph.D./MD
8057	R10	SPECTROSCOPIST	Ph.D.
0177	R10	VETERINARIAN (GENERAL)	Ph.D./DVM
0176	R10	VETERINARIAN SPECIALIST (GENERAL)	Ph.D./DVM
0181	R10	VETERINARIAN (MEAT INSPECTION)	Ph.D./DVM

<b>CLASS CODE</b>	<b>CBID</b>	<b>CLASS TITLE</b>	<b>EDUCATION QUALIFICATIONS</b>
0180	R10	VETERINARIAN SPECIALIST (MEAT INSPECTION)	Ph.D./DVM
5591	R10	RESEARCH SCIENTIST III (CHEMICAL SCIENCES)	Ph.D.
5594	R10	RESEARCH SCIENTIST III (EPIDEMIOLOGY/BIOSTATISTICS)	Ph.D.
5596	R10	RESEARCH SCIENTIST III (FOOD AND DRUG SCIENCES)	Ph.D.
5599	R10	RESEARCH SCIENTIST III (MICROBIOLOGICAL SCIENCES)	Ph.D.
5604	R10	RESEARCH SCIENTIST III (PHYSICAL/ENGINEERING SCIENCES)	Ph.D.
5605	R10	RESEARCH SCIENTIST III (SOCIAL/BEHAVIORAL SCIENCES)	Ph.D.
5606	R10	RESEARCH SCIENTIST III (VETERINARY SCIENCES)	Ph.D.
0534	R10	ASSOCIATE INSECT BIOSYSTEMATIST	Ph.D.
0512	R10	ASSOCIATE PLANT NEMATOLOGIST	Ph.D.
1273	R10	ASSOCIATE PLANT PATHOLOGIST (DIAGNOSTICIAN)	Ph.D.
0493	R10	ASSOCIATE SEED BOTANIST	Ph.D.
3755	R10	ASSOCIATE SEISMOLOGIST	Ph.D.
0531	R10	SENIOR INSECT BIOSYSTEMATIST (SPECIALIST)	Ph.D.
0501	R10	SENIOR PLANT NEMATOLOGIST (SPECIALIST)	Ph.D.
1274	R10	SENIOR PLANT PATHOLOGIST (DIAGNOSTICIAN) (SPECIALIST)	Ph.D.
0492	R10	SENIOR SEED BOTANIST (SPECIALIST)	Ph.D.

## **Appendix 6.1 – 1 - Business and Travel Expenses**

The parties agree Appendix 1 – 6.1 Business and Travel Expenses, below, shall be operative and controlling effective upon the implementation date provided by the State to CAPS, as determined by the State, for this section.

Appendix 1 replaces the language contained within Section 6.1 Business and Travel Expenses.

During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 10 employees.

### **Appendix 1 - New Language for 6.1 Business and Travel Expenses**

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

Unless otherwise specified, each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of and method of travel to be reimbursed after leveraging available remote technology such as video and/or phone conference. The State reserves the right to direct employees to use contracted or preferred providers for lodging, transportation and other travel-related services.

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

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

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

A. **Meals and Incidentals** - Meal expenses for breakfast, lunch, dinner, and incidentals will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified below unless the State or the employing department requires that receipts be submitted. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. CalHR must comply with current IRS definition of "incidental expenses."

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

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

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

2. **Timeframes:** For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal and incidental expense as follows:
  - a. For each full 24-hour day of travel: As indicated in 6.1.A.1 above.
  - b. On the fractional day of travel at the beginning of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.
  - c. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.
    - (1) If the fractional day includes an overnight stay, receipted lodging may be claimed.
    - (2) No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24)-hour period.

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

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

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

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

- B. **Lodging:** - All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.
  - 1. When employees are required to conduct State business and obtain lodging, reimbursement will be for actual receipted lodging up to the below identified maximums plus applicable taxes and mandatory fees.

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

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

For out-of-country (foreign) travel: Up to the applicable federal rate established by the U.S. Department of State for the travel destination.
  - 2. Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from CalHR. CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within fifty (50) miles of their home or headquarters.
- C. **Long-term Travel:** The long-term daily expense rate shall be authorized when a traveler can reasonably be expected to incur expenses in one location comparable to those arising from the use of establishments catering to long-term visitors, and when the traveler is expected to be in one location for 31 or more consecutive days. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above in 6.1 (A) and (B). Departments and traveling employees should continue to make

reasonable efforts to secure lodging that is in the best interest of the state. Such lodging may include contracted or preferred providers, long-term lodging establishments, and non-hotel accommodations such as an apartment or extended stay facility. The supervisor must determine prior to the beginning of the assignment if the time away from home or headquarters area will be more than 30 days, but less than one year. Long Term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

1. **Full Long-term Travel:** In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
  - a. The employee continues to maintain a permanent residence at the primary headquarters, and
  - b. The permanent residence is occupied by the employee's dependents, or
  - c. The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.
2. Employees who, with supervisor's approval, after completing the work shift, remain at the job or LTA location past the Friday twelve (12)-hour clock will receive up to the federal standard reimbursement rate for meals and incidental expenses established by the GSA for Friday. Those staying overnight shall not receive any additional reimbursements for meals and incidental expenses regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive up to 75 percent of the federal standard reimbursement rate for meals and incidental expenses established by the GSA. This does not change CalHR policy regarding the meals and incidentals reimbursement clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

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

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

#### **D. Out-of-State Travel:**

For short-term out-of-State travel, State employees will be reimbursed for actual lodging expenses, supported by a receipt, and actual meal and incidental expenses in accordance with the rates provided above in 6.1(A) and (B).

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

- E. **Out of Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, in accordance with the rates provided above in 6.1(B) and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel Per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by CalHR.

Reimbursement for lodging, meals and incidentals shall be paid in accordance with procedures prescribed by CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

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

##### 1. Mileage Reimbursement

- a. When an employee is authorized by their appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

- b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of their normal commute.
  2. **Private Aircraft Mileage** – When an employee is authorized by their department, reimbursement for the use of the employee’s privately owned aircraft on State business shall be made at the FSMR rate per statute mile and shall be computed on the basis of the shortest air route from origin to destination. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.
  3. **Mileage to/from a common carrier** – When the employee’s use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee’s vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee’s headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to “whichever is less”: If the employee begins travel one hour or more before they normally leave their home, or on a regularly scheduled day off, mileage may be computed from their residence.
- G. **Receipts:** Unless otherwise specified, receipts shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
  1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
  2. Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10.00) or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, fax or other business charges necessary to State business of five dollars (\$5.00) or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

H. During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 10 employees.

# EXHIBIT C

1. [SAM](#)
2. [TOC](#)
3. [100](#)
4. [181](#)

# Statewide Telework Policy - 0181

Print Section

(New: 10/2021)

## Intended Audience

This policy applies to all state of California agencies, departments, boards, commissions, and offices (departments). Departments are responsible for ensuring compliance with the provisions of this policy.

## Overview

The purpose of this policy is to provide the structure needed for effective telework programs to benefit the state of California and its employees. Each department shall establish a written policy specific to the department's business needs in accordance with this statewide policy. Departments shall establish uniform expectations for performance management and for communication within distributed teams as a foundation for a successful telework program.

The terms 'telework,' 'teleworking,' and 'telecommuting' refer to work flexibility arrangements established between the department management and the employee where the employee performs the duties and responsibilities of their position from a location other than the office.

Note: Definitions for terms are at the end of the policy.

## Goals

An effective telework program must provide a benefit to the state, as well as employees, and should generate savings or at least be cost neutral. Department's telework programs are expected to:

- Encourage participation of eligible employees
- Reduce required state office space
- Improve employee retention and recruitment
- Maintain or improve employee productivity
- Reduce state environmental impacts, such as traffic congestion
- Maintain or improve customer service

## Authority

The statewide telework program is established pursuant to Government Code sections [14200-14203](#). Existing law requires every state department to incorporate telecommuting as a work option.

For bargaining units (BUs) with an existing Memorandum of Understanding (MOU), if the MOU contains telework language that is in conflict with this policy, the MOU language shall be controlling.

## General Provisions

Department Management shall:

- Ensure that teleworking arrangements conform with applicable laws, rules, regulations, policies, and collective bargaining agreements.
- Compensate telework employees in accordance with all applicable laws, rules, regulations, and policies, including the Fair Labor Standards Act ([FLSA](#)).
- Evaluate employee performance in accordance with existing performance management laws, rules, regulations, policies, standards, expectations, and measures.

Departments should incorporate telework into their continuity of operations plans.

## Policy Directives

Departments shall:

1. Establish or revise their telework program and supporting policy within twelve months of the issuance of Management Memo 21-08 for compliance.
  - a. The policy shall include:
    - i. The applicable criteria for an employee's participation in the department's telework program. Not all positions or job classifications may be appropriate for telework arrangements and departments have the discretion to determine an employee's participation in telework. All employees in positions designated by management as eligible shall be qualified to participate in telework and are authorized to participate to the fullest extent possible without diminished individual or organizational performance.
    - ii. The process of how employees will be notified of their eligibility and approval for telework consistent with bargaining unit agreements.
    - iii. The financial responsibility of the department with respect to telework program costs.
    - iv. The technology and security responsibilities of the department and the employee including setting forth appropriate measures to protect confidential information, for both electronic and paper records, that may be taken from the office to alternate work locations.
    - v. Expectations to supervisors/managers on advising employees that they will continue to be assessed using existing performance standards, expectations, and measures.
    - vi. Clear communication that teleworking employees will be eligible for the same opportunities as employees not participating in telework, including assignments, development opportunities, promotions, and awards/recognition.
    - vii. Information on the procedure to request modification or termination of telework agreement.
    - viii. The goals of the department's telework program in addition to the statewide policy goals.
  - b. The telework program shall:
    - i. Consider telework for all possible positions in which telework can promote effective and efficient business operations.

The following guidance may be used to determine what functions may be appropriate for telework:

- Activities that do not require physical presence, including, but not limited to, analysis, data entry, telephoning, writing and editing, design and virtual service delivery.
  - Responsibilities that do not require public presence.
  - Activities where data is not sensitive or confidential or where an information security risk assessment and resulting security approach is in place for telework access to sensitive or confidential data.
- ii. Consider at a minimum the following factors when determining which positions may be eligible for a telework arrangement:
    - Nature of work performed.
    - Efficiency of work processes.
    - Effectiveness of existing project teams.
    - Impact on ability to provide quality customer service.
    - Utilization of office space or space savings.
    - Technology readiness of department such as equipment, infrastructure, and support.

- Impact to employee retention.
- iii. Establish a Telework Coordinator.

Designate a department Telework Coordinator who will be responsible for the following:

- Retaining approved Telework Agreement forms for each employee.
- Reviewing Telework Agreements for compliance with telework program.
- Serving as primary point of contact for employees who have questions or concerns about the telework program.
- Developing or assisting with departmental policy, guidelines, and implementation.
- Serving as an advisor for department leadership regarding telework.
- Serving as a resource for supervisors with telework issues and concerns.
- Assisting with completion and reporting of metrics to ascertain effectiveness of telework program.
- Serving as point of contact for the Department of General Services regarding telework program and its effectiveness.

- iv. Establish department-specific technology policies and/or guidelines which shall include, but not be limited to:

- Sufficient internet bandwidth required to perform duties.
- Standards and expectations for communication and collaboration tools.
- Security requirements for state-owned and for employee-owned computing devices (if allowing teleworkers to use them).
- Physical and electronic data protection.
- Asset Management.

2. Document the arrangement with each teleworking employee utilizing the Telework Agreement form (Standard Form 200 – Telework Agreement). The Telework Agreement provides the framework for the general expectations between management and the employee. The Telework Agreement must be completed and acknowledged by both parties prior to implementation. In order to ensure standard application across all departments, departments may not modify the form. Departments may choose to recreate the form electronically to aid with workflow and/or data collection.
3. Ensure methods are established for performance management for all staff eligible to work.
4. Prohibit ongoing informal telework arrangements. Incidental telework may be permitted at the department's discretion. Emergency telework arrangements due to unforeseen circumstances may be entered into at the department's discretion.
5. Implement a standard process to allow employees to check out state-issued equipment for telework use, including computer equipment required for the job and ergonomic equipment.
  - a. Have a process to reliably track state-owned assets before allowing employees to check out equipment.
  - b. Ensure that appropriate security measures have been taken, including encryption of any storage devices or media.
6. Designate teleworkers as either Remote-centered or Office-centered. A teleworker is considered Remote-centered if they work fifty percent or more of their time from an alternate work location. A teleworker is considered Office-centered if they work more than fifty percent from the office.
7. Optimize the use of state office resources by providing equipment for a single dedicated workstation for teleworking employees. Remote-centered teleworkers shall have their dedicated work station at their designated alternate work location. Remote-centered teleworkers shall use a shared workstation when working in the office. Office-centered teleworkers shall have a dedicated work station in the office and utilize their own equipment or department provided mobile equipment for teleworking at their designated alternate work location.
8. Ensure that the employee has the necessary tools to be successful in their job.

Department Management shall:

1. Determine that the employee can effectively perform the job duties of the position while teleworking.

2. Review employee Telework Agreements at least annually to ensure the agreement continues to meet business needs.
3. Retain the authority to disapprove an employee's selection of a particular alternate work location if management determines the location is not business appropriate.
4. Treat teleworking employees the same as an employee working in the office with respect to performance management, conduct, training, and promotional opportunities.
5. Revise or cancel an employee's Telework Agreement, if it is determined by management that:
  - a. The telework arrangement results in a reduction in performance, does not enable training, oversight, or any other supervision deemed necessary.
  - b. The agreement no longer supports operational needs due to funding or services being shifted.
6. Endeavor to provide 30 days' notice to the employee in the event of a revision or termination of a Telework Agreement.

Employees shall:

1. Be responsible for maintaining their workstation at their alternate work location and for maintaining and returning equipment as outlined in the Telework Agreement.
2. Ensure that alternate work location is free from distractions.
3. Secure needed internet service prior to the start of a telework arrangement.
4. Observe departmental policy for overtime. Overtime compensation shall be consistent with the department's overtime policy. A Telework Agreement does not amend compensation or time reporting requirements.
5. Use state-owned hardware, software, internet, email, and other forms of state-owned communication media in a manner consistent with the state's information security and privacy policies and standards that are prescribed in the State Administrative Manual (SAM) Chapter 5300 and the corresponding State Information Management Manual (SIMM).
6. Agree to follow their department's Acceptable Use Policy.
7. Complete their annual Information Security and Privacy Awareness training.
8. Ensure dependent care and other personal responsibilities do not adversely affect an employee's normal work duties or professionalism.
9. Participate in all studies, inquiries, reports, and analyses relating to the telework program.

## **Equipment Cost**

The employee can use their own equipment, including their own computing device, with departmental approval. Where an employee is not providing their own equipment, the department shall provide appropriate equipment for a single dedicated work station required to perform job functions including:

- Computing equipment.
- Telephone service.
  - If an employee needs a work number, they should be provided a single phone number that can be used at an alternate work location and office location.
- Ergonomic equipment as appropriate per department's ergonomic policy such as chair, sit/stand device, or headset.
- Office supplies such as paper, pens, etc.
- Delivery of items that are not easily moved to the work station at the alternate work location.

Business expenses shall be evaluated in accordance with existing applicable policies, laws and standards. Other business expenses may include, but are not limited to, printers, scanners, and other office supplies.

Maintenance of state-owned equipment is managed the same as in the office.

## **Reporting Requirements**

DGS will survey departments to measure the results of adopting telework programs. Departments shall provide reporting to DGS no later than twelve months from the issuance of Management Memo 21-08. At a minimum, departments shall report:

- Number of employees eligible to participate.
- Number of employees participating in telework.
- Average number of days teleworking per employee.
- Office space saved as a result of teleworking.
- Additional costs and/or savings associated with implementation of telework.
- Number of shared work stations.
- Measures used to determine productivity.
- Reduction in vehicle commute miles traveled.

## Liability

The alternate work location is an extension of the department's workplace only when used for work. All existing workplace health and safety rules, as well as all existing employment laws, rules, and policies, apply the same as they would for staff reporting to the office.

The state of California is not responsible for any injuries to family members, visitors, or other guests at the employee's alternate work location. The teleworking employee shall not have any business guests at a residence designated as an alternate work location.

The teleworking employee is solely responsible for any tax implications and insurance requirements, and compliance with state and local laws and ordinances when the alternate work location is a residence.

## Definitions

**Remote-centered telework:** A teleworker is considered Remote-centered if they work fifty percent or more of their time from an alternate work location. Remote-centered teleworkers shall have their dedicated work station located at their designated alternate work location. Remote-centered teleworkers shall use shared space when working in the office.

**Office-centered telework:** A teleworker is considered Office-centered if they work more than fifty percent from the office. Office-centered teleworkers maintain a dedicated work station in the office and utilize their own equipment or department provided mobile equipment for teleworking at their designated alternate work location.

**Alternate work location:** The term alternate work location refers to the approved work location other than the office. Alternate work location could be an employee's residence or other approved site.

**Shared space:** Shared space is a work area that is used on an individual basis by multiple people. Alternatives may include hoteling or shared cubicles.

**Dependent care:** The term dependent care refers to the support and nurturing of persons who cannot meet their own needs, such as children, functionally impaired adults, or the elderly.

**Emergency telework:** Emergency telework occurs due to unforeseen circumstances, such as inclement weather, a declared State of Emergency or closure of government buildings. In an emergency, departments may choose to temporarily modify formal agreements and policy as appropriate.

**Office:** The term office refers to the location, state building, or official worksite that would be the employee's work location if not teleworking.

**Incidental telework:** The term refers to an unplanned situation causing an employee to request and receive supervisory approval to work from an alternate work location.

**Informal telework:** Informal telework arrangements are those without a formal documented Telework Agreement.

**Distributed teams:** A distributed team is comprised of employees where at least one member is not co-located with other members.

**Telework:** The terms 'telework,' 'teleworking,' 'telecommute,' and 'telecommuting' are defined as a work flexibility arrangement established between the department management and the employee under which the employee performs the duties and responsibilities of the employee's position, and other authorized activities, from an approved location other than the office. In practice, telework is a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternate work location.

**Telework Agreement:** The Telework Agreement is a formal document prepared and signed by the teleworker and supervisor. The Telework Agreement provides the framework for the discussion about the general expectations that need to take place between the supervisor and the employee in order to work effectively.

**Work station:** The term work station refers to the desk or place where the employee completes work.

## Revisions

No Revisions for this item.

# EXHIBIT D

## RE: CAPS-UAW Demand to Bargain

---

**From:** Starkey, Paul@CalHR Paul.Starkey@calhr.ca.gov

**To:** Ellis, Daniel@Waterboards Daniel.Ellis@Waterboards.ca.gov, Jacqueline Tkac jtkac@capsscscientists.org, Murch, Candace@CalHR Candace.Murch@calhr.ca.gov

**Cc:** Justin D. Garcia justingarcia.caps@gmail.com, Kavitha Iyengar kavitha@uc-uaw.org, Anke Schennink anke.uaw@gmail.com, Steven Sander steven.p.sander@gmail.com, Monty Larson montydlarson@gmail.com, Robert Haerr rhaerr@capsscscientists.org, CAPS caps@capsscscientists.org, Daniel Ellis dellis@capsscscientists.org, Cory C copelandcory@gmail.com

**Date:** Mon, Mar 10, 2025, 9:52 AM

---

Hi, Looking forward to our meeting.

Thanks,  
**Paul**

---

**From:** Ellis, Daniel@Waterboards <Daniel.Ellis@Waterboards.ca.gov>

**Sent:** Monday, March 10, 2025 8:51 AM

**To:** Starkey, Paul@CalHR <Paul.Starkey@calhr.ca.gov>; Jacqueline Tkac <jtkac@capsscscientists.org>; Murch, Candace@CalHR <Candace.Murch@calhr.ca.gov>

**Cc:** Justin D. Garcia <justingarcia.caps@gmail.com>; Kavitha Iyengar <kavitha@uc-uaw.org>; Anke Schennink <anke.uaw@gmail.com>; Steven Sander <steven.p.sander@gmail.com>; Monty Larson <montydlarson@gmail.com>; Robert Haerr <rhaerr@capsscscientists.org>; CAPS <caps@capsscscientists.org>; Daniel Ellis <dellis@capsscscientists.org>; Cory C <copelandcory@gmail.com>

**Subject:** RE: CAPS-UAW Demand to Bargain

**Caution:** This email has been received from outside the organization. Think before you click, and open attachments only if you recognize the sender and know the content is safe.

Good morning, Paul:

1-2pm on Friday 3/14 works for the excluded folks. I'll bring some virtual pie.

Cheers,  
Daniel

Daniel Ellis (he/him)

Senior Environmental Scientist (supervisor)

895 Aerovista Place, Suite 101 San Luis Obispo, CA

93401

Ph: 805.549.3889 | [Daniel.Ellis@waterboards.ca.gov](mailto:Daniel.Ellis@waterboards.ca.gov)



CENTRAL COAST WATER BOARD | REGION 3

**Standards, Planning & Assessment,  
Nonpoint Source/Grants Unit**

---

**From:** Starkey, Paul@CalHR <[Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov)>

**Sent:** Friday, March 7, 2025 3:28 PM

**To:** Jacqueline Tkac <[jtkac@capsscscientists.org](mailto:jtkac@capsscscientists.org)>; Murch, Candace@CalHR <[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)>

**Cc:** Justin D. Garcia <[justingarcia.caps@gmail.com](mailto:justingarcia.caps@gmail.com)>; Kavitha Iyengar <[kavitha@uc-uaw.org](mailto:kavitha@uc-uaw.org)>; Anke Schennink <[anke.uaw@gmail.com](mailto:anke.uaw@gmail.com)>; Steven Sander <[steven.p.sander@gmail.com](mailto:steven.p.sander@gmail.com)>; Monty Larson <[montydlarson@gmail.com](mailto:montydlarson@gmail.com)>; Robert Haerr <[rhaerr@capsscscientists.org](mailto:rhaerr@capsscscientists.org)>; CAPS <[caps@capsscscientists.org](mailto:caps@capsscscientists.org)>; Daniel Ellis <[dellis@capsscscientists.org](mailto:dellis@capsscscientists.org)>; Cory C <[copelandcory@gmail.com](mailto:copelandcory@gmail.com)>

**Subject:** RE: CAPS-UAW Demand to Bargain

**Caution:** External Email. Use caution when clicking links or opening attachments. When in doubt, contact DIT or use the Phish Alert Button.

Hi, I cannot make 11am but can make 1-2pm. Will that work?

Thanks,  
**Paul**

---

**From:** Jacqueline Tkac <[jtkac@capsscscientists.org](mailto:jtkac@capsscscientists.org)>

**Sent:** Friday, March 7, 2025 2:23 PM

**To:** Starkey, Paul@CalHR <[Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov)>; Murch, Candace@CalHR <[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)>

**Cc:** Justin D. Garcia <[justingarcia.caps@gmail.com](mailto:justingarcia.caps@gmail.com)>; Kavitha Iyengar <[kavitha@uc-uaw.org](mailto:kavitha@uc-uaw.org)>; Anke Schennink <[anke.uaw@gmail.com](mailto:anke.uaw@gmail.com)>; Steven Sander <[steven.p.sander@gmail.com](mailto:steven.p.sander@gmail.com)>; Monty Larson <[montydlarson@gmail.com](mailto:montydlarson@gmail.com)>; Robert Haerr <[rhaerr@capsscscientists.org](mailto:rhaerr@capsscscientists.org)>; CAPS <[caps@capsscscientists.org](mailto:caps@capsscscientists.org)>; Daniel Ellis <[dellis@capsscscientists.org](mailto:dellis@capsscscientists.org)>; Cory C <[copelandcory@gmail.com](mailto:copelandcory@gmail.com)>

**Subject:** Re: CAPS-UAW Demand to Bargain

**Caution:** This email has been received from outside the organization. Think before you click, and open attachments only if you recognize the sender and know the content is safe.

Thank you, Paul.

Our r&f bargaining committee members are available 9:30am – 10:30am on Friday. Below my signature is a zoom link for our meeting from 9:30 – 10:30am on Friday, March 14.

Related to scheduling a separate time to meet with our excluded employee representatives, are you all available at 11am instead? I've cc'd Daniel Ellis and Cory Copeland here for ease of scheduling and coordination with our excluded employee reps.

Best,  
Jacqueline Tkac

**R&F meeting Zoom link:**

[Redacted]

Time: Mar 14, 2025 09:30 AM Pacific Time (US and Canada)

Join Zoom Meeting

[Redacted]

[Redacted]

[Redacted]

■

[Redacted]

[Redacted]

[Redacted]

---

[Redacted content]

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**From:** "Starkey, Paul@CalHR" <[Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov)>  
**Date:** Friday, March 7, 2025 at 12:16 PM  
**To:** Jacqueline Tkac <[jtkac@capsscientists.org](mailto:jtkac@capsscientists.org)>, "Murch, Candace@CalHR" <[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)>  
**Cc:** "Justin D. Garcia" <[justingarcia.caps@gmail.com](mailto:justingarcia.caps@gmail.com)>, Kavitha Iyengar <[kavitha@uc-uaw.org](mailto:kavitha@uc-uaw.org)>, Anke Schennink <[anke.uaw@gmail.com](mailto:anke.uaw@gmail.com)>, Steven Sander <[steven.p.sander@gmail.com](mailto:steven.p.sander@gmail.com)>, Monty Larson <[montydlarson@gmail.com](mailto:montydlarson@gmail.com)>, Robert Haerr <[rhaerr@capsscientists.org](mailto:rhaerr@capsscientists.org)>, CAPS <[caps@capsscientists.org](mailto:caps@capsscientists.org)>

**Subject:** RE: CAPS-UAW Demand to Bargain

Hi, Jacqueline,

Thank you for reaching out. Candace and I are available on Friday, March 14, from 9:30-10:30am via Teams. I would like to reserve 10:30-11am for separate time to meet with the excluded organization.

Thanks,  
**Paul**

---

**From:** Jacqueline Tkac <[jtkac@capsscientists.org](mailto:jtkac@capsscientists.org)>

**Sent:** Tuesday, March 4, 2025 12:43 PM

**To:** Murch, Candace@CalHR <[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)>; Starkey, Paul@CalHR <[Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov)>

**Cc:** Justin D. Garcia <[justingarcia.caps@gmail.com](mailto:justingarcia.caps@gmail.com)>; Kavitha Iyengar <[kavitha@uc-uaw.org](mailto:kavitha@uc-uaw.org)>; Anke Schennink <[anke.uaw@gmail.com](mailto:anke.uaw@gmail.com)>; Steven Sander <[steven.p.sander@gmail.com](mailto:steven.p.sander@gmail.com)>; Monty Larson <[montydlarson@gmail.com](mailto:montydlarson@gmail.com)>; Robert Haerr <[rhaerr@capsscientists.org](mailto:rhaerr@capsscientists.org)>; CAPS <[caps@capsscientists.org](mailto:caps@capsscientists.org)>; Starkey, Paul@CalHR <[Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov)>

**Subject:** Re: CAPS-UAW Demand to Bargain

**Caution:** This email has been received from outside the organization. Think before you click, and open attachments only if you recognize the sender and know the content is safe.

Hi Candace and Paul,

Thank you for your prompt response. We await the departmental updates to policies and will be in touch with those departments regarding meeting and conferring over those policies as they are provided to us. As I noted, the EO stated that CalHR was issuing guidance to the departments, and our request to bargain is specifically about that guidance that is guiding changes departments will be distributing.

Notwithstanding, we would be happy to meet regarding the impacts of the Executive Order.

We are requesting your availability to meet between now and March 14, 2025. We are all mostly available on March 13<sup>th</sup> and 14<sup>th</sup>, so please prioritize providing your availability those days.

Best,  
Jacqueline

---

**From:** "Murch, Candace@CalHR" <[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)>

**Date:** Monday, March 3, 2025 at 6:56 PM

**To:** Jacqueline Tkac <[jtkac@capsscscientists.org](mailto:jtkac@capsscscientists.org)>

**Cc:** "Justin D. Garcia" <[justingarcia.caps@gmail.com](mailto:justingarcia.caps@gmail.com)>, Kavitha Iyengar <[kavitha@uc-uaw.org](mailto:kavitha@uc-uaw.org)>, Anke Schennink <[anke.uaw@gmail.com](mailto:anke.uaw@gmail.com)>, Steven Sander <[steven.p.sander@gmail.com](mailto:steven.p.sander@gmail.com)>, Monty Larson <[montydlarson@gmail.com](mailto:montydlarson@gmail.com)>, Robert Haerr <[rhaerr@capsscscientists.org](mailto:rhaerr@capsscscientists.org)>, CAPS <[caps@capsscscientists.org](mailto:caps@capsscscientists.org)>, "Starkey, Paul@CalHR" <[Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov)>

**Subject:** RE: CAPS-UAW Demand to Bargain

Hi Jacqueline,

In accordance with the notice provided to you, "Agencies and departments will provide timely and separate notice of any operational changes to be made in response to the Executive Order." As such, CalHR will not have department specific information and departments will be providing notice for any operational changes that need to make.

As for the guidance, that is still be worked on and is part CalHR's deliberative process. The guidance is to assist departments in making appropriate case-by-case exceptions consistent with the Executive Order. It is my understanding the guidance will address the following issues: employees hired with the expectation of working in person one to two days per week, classifications where job duties and services are provided remotely, and temporary exceptions while departments secure additional facilities space or modify existing space. It will assist them in determining what operational changes they might need to make and notice on in response to the Executive Order.

If you wish to discuss general impact (nonoperational) or have general questions regarding the Executive Order, please work with Paul Starkey, Deputy Director of the Office of Labor Relations, per the notice to schedule a time to discuss. He can be reached at [Paul.Starkey@calhr.ca.gov](mailto:Paul.Starkey@calhr.ca.gov) and he is copied on this email. He will try to coordinate with my scheduled in hopes that I can attend. However, I'm heading into main table bargaining this week and my availability is limited. As stated above, CalHR will not have department specific information.

Best,

Candace Murch  
Principal Labor Relations Officer  
California Department of Human Resources  
Cell: (916) 531-7737  
[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)



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**From:** Jacqueline Tkac <[jtkac@capsscientists.org](mailto:jtkac@capsscientists.org)>

**Sent:** Monday, March 3, 2025 4:13 PM

**To:** Murch, Candace@CalHR <[Candace.Murch@calhr.ca.gov](mailto:Candace.Murch@calhr.ca.gov)>

**Cc:** Justin D. Garcia <[justingarcia.caps@gmail.com](mailto:justingarcia.caps@gmail.com)>; Kavitha Iyengar <[kavitha@uc-uaw.org](mailto:kavitha@uc-uaw.org)>; Anke Schennink <[anke.uaw@gmail.com](mailto:anke.uaw@gmail.com)>; Steven Sander <[steven.p.sander@gmail.com](mailto:steven.p.sander@gmail.com)>; Monty Larson <[montydlarson@gmail.com](mailto:montydlarson@gmail.com)>; Robert Haerr <[rhaerr@capsscientists.org](mailto:rhaerr@capsscientists.org)>; CAPS <[caps@capsscientists.org](mailto:caps@capsscientists.org)>; Jacqueline Tkac <[jtkac@capsscientists.org](mailto:jtkac@capsscientists.org)>

**Subject:** CAPS-UAW Demand to Bargain

**Caution:** This email has been received from outside the organization. Think before you click, and open attachments only if you recognize the sender and know the content is safe.

Dear Candace,

CAPS-UAW, 1115 hereby demands to bargain over the California Department of Human Resources' Guidance "to assist agencies and departments in making appropriate case-by-case exceptions" to Paragraph 1 of Executive Order No. N-22-25. Per the executive order, such guidance is to be issued no later than March 13, 2025.

Jacqueline

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# EXHIBIT E

# PROTECT TELEWORK INFORMATIONAL PICKET

## March 12 - 11:30am - 1pm

**RSVP Today!**



**You bring your voice and  
wear your union t-shirt!  
We'll bring the signs  
and the bullhorns!**



### Join us at one of these locations:

- 📍 **Sacramento: CalHR, 1810 16th Street**
- 📍 **LA - State Building, 300 S Spring St**
- 📍 **Fresno - State Building, P & Mariposa Mall**
- 📍 **San Francisco - CPUC Courtyard, 505 Van Ness Ave**

# EXHIBIT F



THE STATE WORKER

# California state workers react to Newsom’s return-to-office order: ‘How does this help us?’

By **William Melhado** and **Stephen Hobbs**

Updated March 04, 2025 5:22 PM | 14

See why this disabled state worker felt he was forced to quit his job



00:00

04:48

Evan Underwood, who suffers from dysautonomia, works with his window open and a standing fan to regulate the temperature in his home office in Woodland on Thursday Feb. 29, 2024. After he was mandated back to the state office two days a week, he said he had to quit his job because he was not able to regulate his temperature and felt sick. By Renée C. Byer



Only have a minute? Listen instead

Powered by **Trinity Audio**



1.0x

00:00

06:30

Gov. Gavin Newsom’s [Monday announcement](#) that state employees would be back in offices four days a week, starting this summer, caught many off guard — but surprised few.

“We all collectively smelled the blood in the water,” said Jeremy Bruce.

The IT specialist for the Department of Insurance said after the governor told employees to return to offices partially last year, it was only a matter of time before this new directive was handed down.

#### TOP VIDEOS



The frustration and disappointment with Newsom’s decision was palpable on public forums and as some state workers left their offices Monday. Public employees had come to love hybrid work and quality-of-life benefits it awarded: switching a load of laundry between meetings, completing work tasks free from office distractions, spending more time with their young children.

On the California state worker [Reddit page](#), a sort of online water cooler for public employees across the state, a post with a screenshot announcing the end to current telework policies received nearly 1,000 comments by the end of the day. “There it is,” read the caption.

State workers said the decision, which Newsom said was to improve collaboration and mentorship among colleagues, undercuts the progress the state has made to adapt a hybrid work environment, which many said is more productive than working primarily from the office.

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On Monday evening, within hours of learning of the directive, some state workers called the order stupid and unfortunate. They said they had come to rely on telework and planned to look for other jobs, or would need to change parenting plans.

Others said they were never allowed to work from home so the order didn't change their schedules.

## **A loss in benefits**

In Newsom's message to state employees explaining his rationale, he said working in person would foster better relationships with colleagues. But state workers like David Haug who already are in offices twice a week aren't convinced two more days in person would present substantial opportunities to connect with colleagues.

Haug, who is an analyst with the Fish and Game Commission, said working remotely has allowed him to build relationships with colleagues in every corner of the state. Without telework, Haug said he wouldn't have had the opportunity to get to know and work with those people.

Haug said Newsom did not articulate how state workers have underperformed with remote work, nor did he set goals for productivity when employees return to largely in-person work.

"The evidence simply isn't there to compel this change, and Newsom's office doesn't even seem to be pretending it is," Haug said.

Workers lamented how working from offices four days a week would increase their daily costs associated with driving and parking downtown. It would take away valuable time that would be spent commuting.

Jay Reid, a structural design technician with the California Department of Transportation, said his entirely computer-based position is well suited to working remotely.

The new in-person requirement will reduce the amount of time he can spend with his family.

When everything shifted to remote work in 2020, there were initial hiccups transitioning to the communication platform Microsoft Teams, Reid said. But eventually everyone adapted to working online, which he said was a more effective way for him and his team to work together.

“I don’t think it has any benefit to the state of California,” Reid said.

Bruce echoed similar concerns about the productivity of in-person work now that many departments have adapted to internet-based operations.

Additionally, Bruce questioned the governor’s commitment to reducing the state’s carbon emissions with this decision. With fewer employees commuting by car, Bruce said, the state was reducing emissions and traffic on California roads.

“How does this help us?” Bruce asked.

### **‘Outdated policies’**

Unions, pressured by their members, called on Newsom to reverse his decision and asserted that hybrid work conditions have proved effective.

SEIU Local 1000 President Anica Walls said in a statement that workers are already struggling with the high cost of gas and housing. A push to nearly full-time, in-person work will make things harder for public employees.

“California is the tech capital of the world, yet our own state government is clinging to outdated policies instead of embracing the modern workplace,” said Walls. “Major industries have recognized that hybrid work attracts talent, improves efficiency, and saves money — so why is our state government moving backward?”

Assemblymember Josh Hoover represents constituents who commute from Folsom to downtown Sacramento to work for the state.

After Newsom directed state employees to return to offices two days a week last year, the Republican [requested an audit](#), “questioning the rationale, timing, legality and costs associated with the decision to rescind telework privileges for state employees.”

In a Monday statement, Hoover echoed unions’ claims that Newsom has made California a less competitive employer by revoking a popular benefit for employees.

“His decision limits flexibility for state agencies to implement policies based on department needs and places an ongoing burden on taxpayers who are currently paying \$600 million per year to maintain state office buildings,” Hoover said.

At the very least, the Assembly member said, the governor should wait to enact the new telework policy until the State Auditor’s findings — which is slated to be [complete this summer](#) — are public.

Haug, with the Fish and Wildlife Commission, expressed confusion over the telework decision when considering Newsom’s previous stance on government operations. In his 2013 book “[Citizenville](#),” which he wrote while serving as California’s lieutenant governor, Newsom makes the case that governments aren’t using modern technology to its full potential.

“It perplexes me why he is going back on such a premise now,” Haug said, “especially when the benefits of remote-centered hybrid work clearly outweigh the costs.”

# California state workers: What questions do you have about Newsom's return-to-office order?

The Sacramento Bee wants to hear from California state workers who are being affected by Gov. Gavin Newsom's return-to-office order. A journalist may reach out to you about your response.

justingarcia.caps@gmail.com [Switch account](#)



Not shared

\* Indicates required question

Email

Your answer

First and last name

Your answer

What is your question? \*

Your answer

Can The Sacramento Bee reach out to you about your response? If yes, what's the best way to reach you?

- Yes
- No
- Maybe. Please reach out to me first.

This story was originally published March 4, 2025 at 11:00 AM.

**The State Worker Bee**

Breaking news that state workers need to know.

jdgarci2051@gmail.com

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**William Melhado**  
The Sacramento Bee  
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William Melhado is The Sacramento Bee's State Worker reporter. Previously, he reported from Texas and New Mexico. Before that, he taught high school chemistry in New York and Tanzania.



**Stephen Hobbs**  
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Stephen Hobbs is an enterprise reporter for The Sacramento Bee. He has worked for newspapers in Colorado, Florida and South Carolina.

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# EXHIBIT G



Kavitha Iyengar &lt;kavitha@uc-uaw.org&gt;

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**CAPS Supervisory M&C Re: EO No. N-22-25.**

1 message

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**Kavitha Iyengar** <kavitha@uc-uaw.org>

Wed, Mar 5, 2025 at 2:55 PM

To: "Murch, Candace@CalHR" &lt;Candace.Murch@calhr.ca.gov&gt;, "Starkey, Paul@CalHR" &lt;Paul.Starkey@calhr.ca.gov&gt;

Cc: Daniel Ellis &lt;daniel.painter.ellis@gmail.com&gt;, Anke Schennink &lt;anke.uaw@gmail.com&gt;, CAPS &lt;caps@capsscientists.org&gt;

Dear Candace and Paul,

Consistent with the Excluded Employees Bill of Rights (EEBRA), CAPS-UAW, 1115 hereby demands to meet and confer on behalf of supervisory employees prior to the determination of policy or course of action directly impacting supervisory employees in regards to Executive Order No. N-22-25. Prior to arriving at a determination of policy or course of action directly impacting supervisory employees, (i.e. the course of action directed in EO No.22-25), the law requires the governor or one of his representatives to provide reasonable *advance* notice and for the opportunity to meet and confer with designated representatives (CAPS-UAW 1115) to discuss alternative means of achieving objectives.

Further, the California Department of Human Resources has been directed to provide Guidance "to assist agencies and departments in making appropriate case-by-case exceptions" according to Paragraph 1 of Executive Order No. N-22-25. Per the executive order, such guidance is to be issued no later than March 13, 2025. The Union requests to meet and confer regarding this specific guidance as well.

Please let us know when you are available to meet regarding these matters.

Kavitha