

**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 his/her accrued vacation 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 vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:

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

F. 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.

G. 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 department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two 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.

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

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

### **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 mother, father, husband, wife, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

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

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

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

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

F. Sick leave may be accumulated without limit.

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

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

A. An eligible employee, as defined by FMLA regulations, shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA.

B. Employees shall be entitled to leave up to a total of 12 weeks for the current calendar year in accordance with FMLA regulations.

### **3.4 Bereavement Leave**

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee

due to the death of his/her parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, 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 eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her 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.

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

E. 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 female permanent employee's request for an unpaid leave of absence for purposes of pregnancy, child birth, recovery therefrom or care for the newborn or

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adopted child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave.

B. A male spouse or male parent, or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297 who is a permanent employee, shall be entitled to an unpaid leave of absence for a period not to exceed one (1) year to care for his/her newborn or adopted child.

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

### **3.6 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. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.

B. CAPS agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 31 percent of the affected employee's salary, 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.

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

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

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

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

1. Union activity;
2. For temporary incapacity due to illness or injury;
3. To be loaned to another governmental agency for performance of a specific assignment;
4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. Education; or
6. Research project.

D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.

E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

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F. Upon request by the employee, a leave of absence may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the termination.

### **3.8 Jury Duty**

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.

B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.

C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.

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, the employee is not required to return to work after an eight (8) hour period of jury duty has been served.

F. At the employee's request, an approved alternate work schedule (e.g. 9/8/80, 4/10/40, etc.) may temporarily revert to a standard work schedule of 5/8/40 Monday through Friday in full week increments for the duration of the jury duty assignment. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

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

A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An



employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

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

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

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

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

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

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

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hours of compensated work.

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

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

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

### **3.10 Catastrophic Leave**

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

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

B. The receiving employee has exhausted all leave credits.

C. The donations must be in whole hour increments and credited as vacation or annual leave.

D. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed across departmental lines in accordance with the policies of the receiving department.

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

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

G. This Section is not subject to the grievance procedure contained in Article 9 of this Agreement.

H. Any state employee who is eligible to accrue leave credits is eligible to contribute to an employee's catastrophic leave credits.

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

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

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

B. The employee shall give notice to his/her 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 that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of 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 that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household;
4. A statement that the serious health condition warrants the participation of the employee to provide care during a period of

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

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

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days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609.

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

D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her 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. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.

G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.

H. Annual leave 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.

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

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 3.2, Sick Leave, of this Agreement.

K. The Enhanced Nonindustrial Disability Insurance (ENDI) in Section 3.12 applies only to those in the annual leave program described above in this Section.

L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 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).

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

A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 3.13.

B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for state employees who become disabled due to non work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 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.

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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 day 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 ENDI payments, he/she is not required to exhaust the accrued leave balance.

F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.

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

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

I. Where employment is intermittent or irregular, the 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 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 donation centers, including certified mobile facilities. Any Unit 10 employee may be allowed paid leave to make these donations.

### **3.16 Mentoring Leave**

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

B. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his/her supervisor

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with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this 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 mentor program that is selected.)

F. An employee is not eligible to receive mentoring leave if:

1. He/she is assigned to a "post" position in the California Department of Corrections and Rehabilitation or
2. He/she works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans' Affairs.

G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.

H. Any appeals and/or disputes regarding this Section shall be handled in accordance with the Complaint procedure specified in Article 9 of this Contract.

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

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

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

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

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

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

A. Each full-time employee subject to paragraph B shall be able to enroll and be credited with either eight (8), sixteen (16), or twenty-four (24), hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the VPLP.

B. Each full-time employee participating in the VPLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 4.62% (one (1) day), 9.23% (two (2) days) or 13.85% (three (3) days) based upon enrollment level selected. In exchange for the corresponding credit eight (8) hours (4.62%) (one (1) day), sixteen (16) hours (9.23%) (two (2) days) or twenty-four (24) hours (13.85%) (three (3) days) of leave will be credited to the employee's VPLP monthly.

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

C. Voluntary Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Voluntary Personal Leave must be submitted in accordance with departmental policies on vacation and annual leave. Voluntary Personal Leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).

D. An employee may accumulate no more than 240 hours of VPLP. When an employee reaches 240 hours of Voluntary Personal Leave or would exceed 240 hours of Voluntary Personal Leave with further

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accumulation, he/she shall be removed from the VPLP.

When an employee is removed from the VPLP, he/she may not participate for a minimum of 12 months and he/she is not eligible to re-enroll until his/her 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 Deferred Compensation Program 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 survivor's benefits he or she 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 employee's 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, 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.

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### **3.21 No Mandated Reduction in Work Hours**

The State shall not implement a furlough program or a mandated Personal Leave Program during the first two years of this agreement from July 1, 2015 to June 30, 2017. Any furlough during the third year of the agreement must be authorized pursuant to an act of the Legislature.

### **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 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 cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

## **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