

## **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 \$200 every two years.

B. The employee shall provide the employer with a receipt of purchase upon request for reimbursement.

C. Upon request to a department, by the Union, the department will provide a list of the assignments eligible to receive this reimbursement.

# **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 his/her 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.

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### **7.2 Alternative Work Schedule**

Upon request of a Unit 10 employee or an authorized CAPS representative, a department designee shall meet with such employee or representative and consider requests for establishment of an alternative work schedule, flextime, telecommute schedule or reduced work time for a Unit 10 employee. The request shall not be unreasonably denied. This Section is only appealable to fourth level and is not arbitrable.

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.

### **7.3 Overtime Scheduling**

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.

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**

A. 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.

B. No employee in a classification assigned to Work Week Group E shall have his/her salary reduced (docked) for absences of less than an entire day.

## **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

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ERDO. A period of less than seven days may be assigned at the ERDO's request due to extreme and unusual conditions.

2. Those ERDO volunteers not acting as primary ERDO will act as backup contacts, if available, in the event the primary ERDO cannot be reached or is unable to carry out the duties of the assignment. The non-regular work hours that will be covered by the ERDO include weekdays from 5:00 pm to 8:00 am, with 24 hour coverage on weekends and days the office is closed during normal workdays, holidays, and/or emergencies.

### C. COMPENSATION:

1. Effective upon ratification of this Agreement, ERDO volunteers shall receive a baseline compensation of one (1) hour of paid at time and a half for each weekday period (5 pm to 8 am), and 3.5 hours of paid at time and a half for each day (24 hours) on the weekend for a total of 12 hours paid at time and a half per week.

2. Any compensation for time spent acting as ERDO for less than a full weekday or weekend period shall be prorated on these baseline rates.

3. An after-hours ERDO working on a holiday shall receive an additional four (4) hours paid at time and a half.

4. In addition to the baseline compensation of 12 hours per week, employees shall receive a minimum of two (2) hours paid at time and a half per incident handled. Time exceeding two hours will be compensated with pay at time and a half for each quarter hour increment. DTSC will compensate with pay paid at time and a half unless management and the employee agree on compensating time off (CTO).

5. When an ERDO volunteer determines he/she needs rest during regular work hours, the ERDO volunteer may request up to four (4) hours administrative time off to be granted at the supervisor's discretion.

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

### A. Work Week Group 2

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

2. Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of forty (40) hours in a period of 168 hours or seven consecutive 24-hour periods.

3. The State employer agrees to administer current rules and

practices regarding work week groups and overtime. Only time actually worked shall be considered time worked towards premium overtime in a work week. This means that time spent by employees on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., shall not be counted as time worked for purposes of determining eligibility for premium overtime.

4. Employees in Work Week Group 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

a. Cash compensation shall be at one and one-half (1½) times the hourly rate.

b. Compensating time off for Work Week Group 2 employees shall be given at one and one-half (1½) hour 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 understandings, 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.

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

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work specified hours.

However, consistent with operational needs, and the services which management has determined must be provided, the FLSA exempt employee, subject to notifying and obtaining management concurrence, has the flexibility to alter his/her 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. The Department of Food and Agriculture and CAPS agree that Unit 10 employees who are approved for Alternate Range Criteria 208 or Pay Differential 405 may be compensated for up to 20 hours of overtime at straight time per month for the period of the Alternate Range applicability.

4. The Department of Food and Agriculture and CAPS agree that Unit 10 employees who are assigned to Governor declared Emergency Projects will have their Work Week Group changed to 2 for the duration of the assignment. This provision does not apply to employees who are approved for Alternate Range Criteria 208 or 209 or Pay Differential 405.

### 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 publish on-call schedules on a monthly basis. The on-call scheduler will consult with staff required to be on-call in an effort to accommodate staff time off and/or other travel when preparing the on-call schedule.

Substitution must be voluntary on the part of both employees and approved by the appropriate Response Supervisor prior to the beginning of the on-call assignment. A Response Supervisor is a manager or supervisor having the authority to call back and assign employees to an emergency incident.

b. If an employee due to an emergency or illness is unable to fulfill his/her on-call duty responsibilities, he/she must notify the dispatch center. The Response Supervisor will first seek volunteers to cover the on-call shift. However, if no one volunteers or the program is under time constraints, management retains the discretion to make on-call assignments from among program Unit 10 employees.

c. Management retains the right to place additional program Unit 10 employees on on-call duty during emergency situations.

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d. 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.

e. Employees on-call who do not respond or cannot be located may forfeit their on-call compensation.

### 3. Cell Phones

a. The program will furnish cellular telephones and require employees assigned to on-call duty to carry these with them. Assigned employees shall be required to keep the cell phone activated and available, and to respond in the event he/she is contacted by a departmental representative during such on-call time.

b. The on-call employee shall check in with the dispatcher at the beginning of each on-call shift to verify the dispatcher has the correct on-call schedule.

c. 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 on-call duty shall be credited with four (4) hours of compensating time off (CTO) or cash at department's discretion for on-call time on a workday and six (6) hours of CTO or cash at department's discretion for on-call time on an administrative day off (24 hour period) provided his/her on-call time is not interrupted by a call-back.

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

more than eight (8) hours but less than sixteen (16) hours of on-call time or six (6) hours of CTO or cash at department's discretion for more than sixteen (16) hours of on-call time. For purposes of this agreement, "On-call Time" does not include the employee's normal work hours, including the lunch period, and scheduled or unscheduled overtime.

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

Employees of OSPR who have accumulated less than 240 hours of CTO in a calendar year may elect to cash out up to 40 hours of CTO. This cash out option is only allowed once during a twelve (12) month period.

An OSPR Unit 10 FLSA exempt employee assigned to be available for on-call duty shall be compensated with vacation or annual leave credits instead of CTO. However, with regards to the employee's actual response time, such time is considered part of his/her regular duties for which he/she is fully compensated by his/her monthly salary.

5. Response While On-Call. If a program Unit 10 FLSA covered employee, while on-call duty, is required by the OSPR/MRSR to attend to the operational needs of the Department and to report to a particular site or work location, that employee shall be compensated in accordance with the call-back provisions in Article 7.4 of the Memorandum of Understanding (MOU) between CAPS and the State of California. If a response to a particular site or work location is not required, the employee will only be compensated for the actual time spent on the telephone and assessing the situation.

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 months per fiscal year (or per event for emergencies involving loss of life or property).

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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 all of the following:

A. Nonnegotiable Deadline or Extreme Urgency

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

B. Work Exceeds Normal Work Hours and Normal Productivity

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

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

C. Work is Unavoidable

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

D. Work Involves Extremely Heavy Workload

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

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature

of the above described work.

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

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

A. Where operational considerations permit, a department may establish a telework program. 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. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group.

B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract.

C. 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.

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

1. On-call assignment is defined as a work-shift of no less than one 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 assignment 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 during an on-call assignment.

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

3. On-call assignments shall not be rescheduled to be less than

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one full day solely to avoid payment under this Section.

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

5. 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