

# Psychiatric Technicians Bargaining Unit 18

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## **Preamble**

This AGREEMENT, hereinafter referred to as the Agreement or the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as "the State" or "the State employer," and the CALIFORNIA ASSOCIATION OF PSYCHIATRIC TECHNICIANS, hereinafter referred to as "CAPT" or "the Association" or the "Union," has as its purpose the promotion of harmonious labor relations between the State and CAPT; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment. The term "Agreement" as used herein means the written agreement provided under Section 3517.5 of the Government Code, also known as the Ralph C. Dills Act.

## **Article 1 General Provisions**

### **1.1 Recognition and Coverage**

- a. Pursuant to Public Employment Relations Board certification of representation 601-S, the State recognizes CAPT as the exclusive negotiating agent for all employees in the Psychiatric Technician Unit. Subject to Unit modification, the Unit includes the following classifications:
  - (1) Psychiatric Technician Training Candidate
  - (2) Psychiatric Technician Student
  - (3) Psychiatric Technician Trainee
  - (4) Psychiatric Technician Apprentice
  - (5) Pre-Licensed Psychiatric Technician
  - (6) Pre-Licensed Psychiatric Technician (Forensic Facility)
  - (7) Psychiatric Technician
  - (8) Psychiatric Technician (Forensic Facility)
  - (9) Senior Psychiatric Technician
  - (10) Senior Psychiatric Technician (Forensic Facility)
  - (11) Developmental Specialist
  - (12) Child Care Practitioner
  - (13) Psychiatric Technician Instructor
  - (14) Psychiatric Technician Assistant
  
- b. Pursuant to Government Code Sections 19815.4 and 3517, CAPT recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

### **1.2 No Strike**

- a. During the term of this Agreement, neither CAPT nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a work slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

- b. CAPT 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 an interruption which may be caused or initiated by others and to encourage employees violating this Section to return to work.

### **1.3 No Lockout**

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

### **1.4 Non-Discrimination**

- a. The State and CAPT agree that neither party will discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, sexual orientation, disability, political opinion or affiliation and agree to take such action as necessary to assure that this purpose is achieved.
- b. Alleged violations of this Section may be grieved under the grievance procedure in Article 13 of this Agreement up to and including the 2nd step.
- c. Alleged violations of this Section not satisfactorily resolved through the grievance procedure may be appealed through the State Personnel Board's Discrimination Complaint Procedure.

### **1.5 Savings Clause**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, or invalidated by a change in legislative statute, the remainder of the Agreement shall continue in full force and effect. Upon issuance of such a decision, the parties shall meet as soon as practical to attempt to renegotiate the invalidated provision(s).

### **1.6 Reasonable Accommodation**

- a. Within State Personnel Board policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of a disabled employee. Such efforts shall include the types of reasonable accommodation specified by the State Personnel Board.
- b. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 13 of this Agreement. Complaints alleging denial of reasonable accommodation shall be appealed to the State Personnel Board through the complaint procedure specified by the Board.
- c. An employee is entitled to have a CAPT representative assist in substantiating or presenting factual information in any interview or meeting when the employee is requested to meet with a DMH designated reasonable accommodation manager or a DDS reasonable accommodation committee relative to the disposition of a reasonable

accommodation request.

- d. Upon written request, a facility list of vacant positions being considered by the CDC or DMH designated reasonable accommodation manager or a DDS reasonable accommodation committee shall be provided to the local CAPT chapter president.

## **1.7 Supersession**

The Government Code Sections attached to this Agreement (Appendix C) 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 listed in the Appendix, such Agreement provision shall be controlling and supersede said Government Code Sections or parts thereof, and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed in the Appendix are cited in Section 3517.6 of the Ralph C. Dills Act.

## **Article 2 Psychiatric Technician Provisions**

### **2.1 Professional Recognition and Rights**

#### a. Preamble

The State of California recognizes the important contribution of the profession of Psychiatric Technicians and further recognizes them as an integral part of level of care services provided to the clients in the facilities operated by the Departments of Mental Health, Developmental Services and Corrections. The State of California recognizes and encourages the efforts of Psychiatric Technicians to promote and maintain the professional standing of the Psychiatric Technician classification.

#### b. Rights

- (1) A Unit 18 employee, upon request, shall be entitled to have a CAPT representative or represent himself/herself at Skelly proceedings and formal disciplinary hearings held before the State Personnel Board.
- (2) The State shall grant a total of four (4) days per fiscal year of State paid release time for two CAPT representatives to participate on the Licensing Advisory Board.
- (3) Disciplinary representation will be administered as follows:
  - (a) Prior to the start of an investigatory interview, an employee shall be informed if he/she may be a subject of disciplinary or criminal action or if, during the course of an interview, should the focus of an investigation change to include the employee being interviewed, the employee will be so informed.

If the investigation is not concluded within 90 calendar days from the date an



employee who is the subject of the investigation is interviewed by the special investigator, the employee who is the subject of the investigation or CAPT may file a grievance with the Executive Director, Warden or designee. The response shall include the anticipated completion date of the investigation. For any grievance filed based on this section, the response given at the directors level shall be final and the grievance may not be appealed further in the grievance and arbitration procedure.

- (b) Upon request, an employee shall be accompanied by an Association representative at a meeting with his/her superiors held with a significant purpose to investigate facts to support adverse action pursuant to *Robinson v. State Personnel Board*, the U.S. Supreme Court case in *NLRB v. Weingarten*, and final cases interpreting these decisions. "Adverse action" shall be defined as dismissal, demotion, reduction of pay, suspension without pay, a formal letter of reprimand, or adverse action as defined by the State Personnel Board.
  - (c) At the request of the employee, representation shall be permitted at counseling sessions when: (1) the result of the counseling session is reduced to writing; and (2) the counseling memo is included in the employee's official personnel file; and (3) the counseling memo refers to disciplinary action.
  - (d) Counseling memos meeting the above criteria may be appealed through the department's complaint process.
  - (e) Every counseling memo shall be written by the employee's supervisor and shall refer to a specific incident or incidents. When appropriate because of direct involvement, counseling memos may be written by other than the employee's supervisor. For issues not involving a formal investigation, the memo shall be issued to the employee within thirty days of the incident described in the memo, or from the date of discovery of the incident.
  - (f) The Association will provide a representative within a reasonable time based on the circumstances of the meeting.
  - (g) When formal adverse action is taken against an employee for an alleged offense that requires the State to report to the BVNPT or the Department of Health Services, no such report shall be made until after the conclusion of the Skelly hearing. After the conclusion of the Skelly hearing, the State may report to the BVNPT or the Department of Health Services the nature of the adverse action taken against the employee.
  - (h) If an employee is the subject of an investigation by the special investigator, which can result in disciplinary action, and there is insufficient evidence to take disciplinary action, the employee shall be so informed in writing by the Executive Director, Warden or designee of the facility conducting the investigation. This provision shall be subject to the complaint procedure.
- (4) No recording device shall be used, nor shall any stenographic record be taken during an investigatory interview unless the employee and/or employer is so advised

in advance.

- (5) No Unit 18 employee, against whom disciplinary action has been initiated, shall be directed to sign any statement or admission of guilt to be used in a disciplinary proceeding without the opportunity to review the matter with an Association representative, upon the request of the employee.
- (6) The State shall not impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain or coerce employees because of the exercise of their rights guaranteed by the Ralph C. Dills Act and this Agreement.
- (7) No Unit 18 employee shall be required to take a polygraph examination in connection with any formal disciplinary action.
- (8) When formal adverse action is taken against an employee, the employee shall be given a copy of all documents and other investigating materials that were used to formulate the adverse action.
- (9) Upon service of a subpoena on an employee to testify at an arbitration, State Personnel Board (SPB), Public Employment Relations Board (PERB) or legislative hearing, or a judicial proceeding, the State shall release the subpoenaed employee without loss of compensation for such time as is required to comply with the subpoena.

c. Grievance or appeals of this provision:

During the term of this agreement, alleged violations of Section 2.1, Subsection b paragraphs (2), (3), (6) and (9) shall be processed through the grievance and arbitration procedure contained in this Agreement unless otherwise stated.

Alleged violations of Section 2.1, Subsection b - paragraphs (1), (4), (5), (7), and (8) may not be processed through the grievance and arbitration provisions of this Agreement, but instead shall be raised, if at all, in any disciplinary appeal or other proceedings authorized by law.

Section 2.1, Subsection a (Preamble) shall not be subject to the grievance, complaint or any other appeal procedure. Nothing herein shall be construed as a waiver of any other right currently enjoyed by either the Association, State or employees in Unit 18.

## **2.2 Psychiatric Technician Career Ladder**

- a. The State and the Association recognize the importance of career development and a career ladder on recruitment, retention and the morale of Bargaining Unit 18 employees.
- b. A series of classes within the bargaining unit exists which allows progression from entry-level classifications such as Psychiatric Technician Training Candidate, Psychiatric Technician Student, Psychiatric Technician Apprentice and Psychiatric Technician Assistant through Senior Psychiatric Technician. This career ladder extends beyond the

bargaining unit through supervisory and managerial positions.

- c. The employer may sponsor an employee(s) in Bargaining Unit 18 while he/she is engaged in training that leads to eligibility for examination for licensure in one of the level-of-care classifications.
- (1) A sponsored employee is an employee who is selected by the employer to participate in a career training program.
  - (2) By necessity, a sponsored employee works irregular hours for an agreed-upon salary while voluntarily attending an educational institution in preparation for licensure.
  - (3) While on sponsorship status, the employee is guaranteed a weekly salary (paid bi-monthly) regardless of hours worked. Hours worked are determined by the employer, based on the employee's academic schedule, whether or not school is in session, and the operational needs of the facility.
  - (4) The regular hourly rate of pay of a sponsored employee is calculated by dividing the number of hours in the agreed upon time base into the salary specified in the State of California pay scales for the class at that time base. In no case will this hourly rate be less than minimum wage. This regular hourly rate will be paid for all hours up to the number specified in the time base worked in any work week. A rate of 1-1/2 times the regular rate of pay will be paid for all hours worked in excess of 40 in any workweek. The fixed salary, based on the time base of employment, is guaranteed to the employee in any work week in which he/she performs any work. For those sponsored on less than full time base sponsorship status, if the employee works beyond the number of hours indicated by the time base, he/she will be paid the regular hourly rate of pay for any hours worked above the sponsorship time base up to 40 hours and 1-1/2 times the regular rate of pay for all hours in excess of 40 hours. (See Appendix D for examples.)
  - (5) (a) Time spent in classroom activities and clinical lab time at sites other than the sponsoring facility is not counted as hours worked as it provides no direct benefit to the sponsoring facility.  
  
(b) Compensation for clinical lab time performed at the sponsorship site is included in the guaranteed salary. Such clinical lab time, scheduled and worked, is included in the determination of the employee's eligibility for overtime payment.
  - (6) Sponsored employees will be provided a sponsorship contract and guidelines prior to entrance into the sponsorship relationship. (See Appendix E for model contract).
  - (7) Sponsored employees are expected, upon attainment of licensure, to work at the sponsoring site for at least the length of the sponsorship.

### **2.3 Professional Practice Groups (PPGs)**

- a. The purpose of professional practice groups is to provide an orderly process through

which Psychiatric Technicians may participate regularly as a group to:

- (1) Establish, maintain and improve the standard of nursing care within the scope of the Psychiatric Technician license.
  - (2) Function as a central group to assist in:
    - (a) Maintaining competence in nursing practices within the scope of the Psychiatric Technician license,
    - (b ) Increasing the competence of Psychiatric Technicians by exposure to new skills, trends, and developments of practice for developmentally disabled clients and mentally disabled patients, and
    - (c) Recognizing and accepting responsibility for recommending improvements in practices that will enhance client/patient care.
  - (3) Participate actively in efforts to define and upgrade the standards of practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board.
  - (4) Serve as a centralized group for receiving individual or group concerns pertaining to nursing practices within the scope of the Psychiatric Technician license, and channeling this input for study evaluation and consideration.
  - (5) Improve communications between members of the Psychiatric Technician discipline, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in the field, such as a result of legislation, science or new applications and interpretation of existing laws.
- b. The size, composition and frequency of meetings for Psychiatric Technician PPGs shall be determined by facility management, which may include multidisciplinary Professional Practice Groups. Meetings of any PPGs shall be open and other employees may attend on their own time or on State time with his/her supervisor's approval. The selection process for the PPGs shall include an election of representative rank-and-file licensed Psychiatric Technicians and may also include direct appointments by management. Prior approval of agendas may be required. Each Professional Practice Group may elect officers and publish agendas in advance. No bargaining unit officer or job steward may serve as an elected officer. Each Professional Practice Group shall prepare minutes and provide a copy to management. Upon request, facility management shall be entitled to review the minutes prior to distribution.
- c. Professional Practice Groups shall be able to use State facilities, clerical support and mail systems consistent with current practices, workload and other facility priorities. Psychiatric Technicians participating in Professional Practice Groups shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any Professional Practice Group meeting or assignments made by a Professional Practice Group.

- d. Professional Practice Groups may submit recommendations to facility management. It is understood by both parties that effective two-way communications improve morale and productivity.
- e. The Professional Practice Group shall not be for the purpose of meeting and conferring on any subject, nor for discussing a subject of any grievance or complaint. No Professional Practice Group communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.
- f. It is understood that it is the responsibility of the Psychiatric Technicians themselves to form and organize the Professional Practices Group.
- g. This provision shall not be subject to the Grievance and Arbitration Article of this Agreement.
- h. Each chairperson of a facility Professional Practice Group may, upon request, be placed on a work schedule that allows up to 20 hours per week to perform PPG functions.
- i.

### **Article 3 Management Rights**

- a. All the functions, rights, powers and authority which the employer has not specifically bridged, delegated or modified by this Agreement are recognized by the Association as being retained by the State employer.
- b. This Agreement is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, not to limit the entitlements of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

### **Article 4 Wages**

#### **4.1 Salary Definitions**

For the purpose of salary actions affecting employees assigned to Bargaining Unit 18, the following definitions shall apply:

- a. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.
- b. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One step higher is calculated by multiplying the rate

by 1.05 (e.g.,  $\$2,300 \times 1.05 = \$2,415$ ). One step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,415 \div 1.05 = \$2,300$ ).

- c. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- d. "Range differential" is the difference between the maximum rate of two salary ranges.
- e. "Substantially the same salary range" is a salary range with the maximum salary rate less than two steps higher than or the same as the maximum salary rate of another salary range.
- f. "Higher salary range" is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range.
- g. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

## **4.2 Salaries**

- a. Effective July 1, 1999, all Unit 18 classifications shall receive a general salary increase of five point zero four percent (5.04%). The increase shall be calculated by multiplying the base salary by 1.0504. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- b. Effective September 1, 2000, all Unit 18 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

## **4.3 Ranges B and C**

- a. Psychiatric Technicians and Senior Psychiatric Technicians who provide proof of appropriate credit and meet performance eligibility criteria as required by the Department of Mental Health, the Department of Developmental Services, and the Department of Corrections Range B/C eligibility policy dated September 20, 1988 shall be appointed to the alternate ranges as specified below. Such appointments shall not be unreasonably denied.

### **(1) Range B**

Employees at Range A who complete the equivalent of 15 qualifying semester units of job-related courses from an accredited college or university.

## (2) Range C

Employees at Range B who complete the equivalent of 15 additional qualifying semester units of job-related courses from an accredited college or university.

- b. Beginning January 1, 1990, only courses completed within the previous five years shall qualify towards Range B and Range C.
- c. For courses completed more than five (5) years prior to application, exceptions may be granted by each facility on a course-by-course basis. The section of this provision governing exceptions shall not be grievable or arbitrable.
- d. Within 90 days of ratification of this agreement, the State and CAPT shall schedule a meeting for the purposes of reviewing and establishing criteria for appointment to Range B and Range C.
- e. Effective January 1, 2000 subject to completion of d., courses completed within ten (10) years prior to application shall be accepted for qualification to the alternate range. For courses completed more than ten (10) years prior to application, exceptions may be granted by each facility on a course-by-course basis. The section of this provision governing exceptions shall not be grievable or arbitrable.

### **4.4 Merit Salary Adjustments**

- a. The State employer agrees that for the life of this Agreement, employees shall receive their annual salary adjustments in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules. Government Code Section 19832 is as follows: After completion of the first year in a position, each employee shall receive a merit salary adjustment equivalent to one of such intermediate steps during each year when he/she meets such standards of efficiency as the department by rule shall prescribe.
- b. The State agrees to notify CAPT prior to making any changes to the Special In-Grade Salary Adjustments (SISA) in Unit 18 classifications and meet and confer with the Association upon request.

### **4.5 Shift Differential**

Unit 18 employees who work shifts shall receive a night shift differential as set forth below:

- (1) Employees shall qualify for the P.M. shift pay differential of fifty (50) cents per hour where four (4) or more hours of the shift fall between 6 p.m. and 12 midnight.
- (2) Employees shall qualify for the NOC shift pay differential of forty (40) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

## 4.6 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according 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 10% of the time. An employee using his/her bilingual skills 10% or more of the time will be eligible whether the skills are used in a conversational, interpretation or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities 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; or
  - (c) A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
- (3) The position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
- (4) Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
- (5) 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 10% standard.

b. Rate:

- (1) An employee meeting the bilingual differential pay criteria during the entire month shall receive a maximum of \$100 per month, including holidays.
- (2) An employee meeting the bilingual differential pay criteria less than the entire month shall receive the differential on a pro-rata basis.
- (3) A fractional-month employee meeting the bilingual differential pay criteria shall receive the differential on a pro-rata basis.
- (4) An employee paid by the hour meeting the bilingual differential pay criteria shall receive a differential of \$.58 per hour.



- (5) An employee paid by the day meeting the bilingual differential pay criteria shall receive a differential of \$4.61 per day.
- c. Employees, regardless of the time base or tenure, who use their bilingual skills more than 10% of the time on a continuing basis and are approved by the Department of Personnel Administration 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 Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
  - f. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to 60 days when the incumbent's duties are changed to include the use of bilingual skills.
  - 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 the overtime rate.
  - i. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
  - j. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

#### **4.7 Rate on Reinstatement after Separation**

Employees who are permissively reinstated by the appointing power after a break in service of three (3) years or less shall be reinstated at the same step and salary range as when separated.

#### **4.8 Semi-Monthly Pay**

- a. Employees shall be paid no later than the 1st and the 15th of each month.

- b. There shall be a two (2) week lag.
- c. Should the State Controller's Office have new equipment installed during the life of this Agreement and that equipment is capable of producing either bi-weekly pay checks (26 pay periods) or equal semi-monthly paychecks, the State agrees to modify the current semi-monthly pay program with the concurrence of the Association.

#### **4.9 Timely Payment of Wages**

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. Each employee shall receive a regular payroll warrant and overtime warrant when cash payment for overtime is authorized within 45 days of the close of the pay period in which the time was worked.

#### **4.10 401K Plan**

Employees in Unit 18 are to be included in the State of California, Department of Personnel Administration's 401K Deferred Compensation Program.

#### **4.11 Overpayments/Payroll Errors**

- a. This provision applies when the State determines that an overpayment has been made to an employee. "Overpayment" is defined as cash or time off that has been overpaid regardless of the reason.
- b. If an overpayment occurs, reimbursement shall be made to the State through one of the following methods:
  - (1) In cash payment(s) mutually agreed to by the employee and the State; or
  - (2) Installments through payroll deduction to cover the same number of pay periods in which the error occurred, provided the full amount is recovered in one (1) year or less. Where overpayments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year; or
  - (3) The adjustment of appropriate leave credits or compensating time off provided that the overpayment involves the accrual or crediting of leave credits. Any errors in sick leave balances may be adjusted only with sick leave credits.
- c. An employee whose employment is terminated prior to full repayment of the amount owed shall have withheld from any money owing the employee upon termination an amount sufficient to provide full repayment. If the amount owing is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.
- d. If the employee should have reasonably known that an overpayment occurred, the schedule of repayment may be determined by the State and will not be subject to this

Section.

- e. No provision of this Section shall supersede the current procedures for the correction or repayment of errors or other losses directed by third parties covering areas such as insurance, retirement, social security, court-ordered payments or disability pay.
- f. The parties agree to indemnify and hold CAPT harmless against collateral challenges, including any actions by Unit 18 members that may be brought seeking nullification of this Section of the Agreement.
- g. Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in subsection (c) shall in no event exceed 10 percent of the employees net salary. For the purposes of this section, "net salary" is defined as the amount of salary earned after deductions of federal income tax, state income tax, employee's retirement contributions and OASDI.
- h. In event of overpayment/payroll errors, employees will be given a written notice containing the reasons for the error and the amount involved.

#### **4.12 Blood Withdrawal Certification**

The State agrees to reimburse employees for fees required to obtain and maintain management required blood withdrawal certificates.

#### **4.13 Recruitment and Retention**

- a. Upon approval by the Department of Personnel Administration (DPA), departments may provide Unit 18 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations.
- b. A department will provide CAPT notice of the recruitment and retention differential upon approval by the DPA and Department of Finance. Upon request of CAPT, the department will meet and discuss on the impact.
- c. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- d. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.
- e. Recruitment and retention payments shall not alter any classification's pay schedule nor will they be considered as compensation for purposes of retirement contributions. The employee will pay usual and customary withholdings.
- f. The department may withdraw any recruitment and retention differential for specific positions, classifications, facilities or geographic locations for new hires when it is no longer needed with a 30-day notice to CAPT.
- g. It is understood by CAPT that the decision to implement or not implement recruitment

and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials rests solely with the State and that such decision is not grievable or arbitrable.

- h. Recruitment and retention differentials currently being paid are listed as Appendix B to this agreement.

#### CDC Annual Payment:

- a. Employees who are employed at approved institutions within the Department of Corrections for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400 payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
- b. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at approved institutions, there will be no pro rata payment for those months at either facility.
- c. If the Department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- d. If an employee promotes to a different facility, or department other than at the approved institutions prior to the completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of 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.
- e. 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.
- f. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- g. Employees on IDL or EIDL shall continue to receive this bonus.
- h. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employees shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months' maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.

#### **4.14 Union-Management Committee on State Payroll System**

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, design of and transition to a biweekly pay system, hourly rates of pay, features of the pay plan, and impact on agencies.

The Committee shall be comprised of an equal number of management representatives and CAPT representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee.

The CAPT may have one representative who shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

## **Article 5 Hours of Work and Overtime**

### **5.1 Overtime**

- a. Overtime for employees in Work Week Group 2 is defined as all hours worked in excess of 40 hours in a period of 168 hours or seven consecutive 24-hour periods.
- b. Payment of authorized overtime required by the State shall be in cash or compensating time off (CTO) and shall be at a rate of one and one-half times the employee's regular rate of pay for each hour of overtime worked, or fraction thereof, computed to the nearest fifteen minutes.
- c. During the term of this agreement, if the State is unable to provide cash compensation for overtime under the provisions of this contract, the State shall notice CAPT and the parties shall meet and confer pursuant to Article 14 (Entire Agreement).
- d. Employees may accrue up to 100 hours of compensating time off. Employees shall have the choice of cash or CTO for overtime hours worked. Management shall have the option, each fiscal year, to compensate employees up to 40 hours with CTO. All hours in excess of the 100 hour CTO maximum shall be compensated in cash.

Employees shall have the right to hold up to 40 hours of accrued CTO exempt from mandatory buyout. The employer or the employee shall be informed, prior to working overtime, whether the overtime will be in cash or CTO. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the payment.

- e. If the State does not permit the employee to schedule the CTO within one year from the date the overtime was earned, the State shall make a cash payment in lieu of CTO except as provided in d. above.
- f. Before an employee is required to work mandatory overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level of care employees before allowing other classifications to work overtime.

(1) "Acceptable volunteer" means an employee who is competent to perform the assignment and meets any necessary licensure requirements.

- (2) An employee shall not be rejected as an acceptable volunteer solely because the employee has exceeded CTO limitations in item d. above.
- g. Except in cases of emergency, or a planned program activity, employees shall not be required to work mandatory overtime:
  - (1) More than six involuntary overtime shifts of at least two hours duration in a month, or
  - (2) In excess of sixteen (16) hours continuously in a forty-eight (48) hour period, or
  - (3) In excess of two overtime shifts per week.
- h. Upon the request of an employee who has been on duty continuously for sixteen hours, the employer shall have the option to:
  - (1) Allow the employee to take the next shift off on vacation, CTO or holiday credit if staffing permits.
  - (2) Adjust the employee's shift starting time to provide a 10-hour break between shifts.
  - (3) Allow the employee to take two hours off without pay at the start of the next shift to provide a 10-hour break. Management will take into account the employee's preference.
- i. Employees shall be subject to the overtime provisions of Work Week Group 2. The appointing power determines the work week, which may begin on any day at any hour. Once the beginning time of an employee's work week is established and noted in the records, it remains fixed regardless of the schedule of hours worked. The beginning of a work week may be changed if the change is intended to be permanent and it is not designed to evade the overtime provision of the Fair Labor Standards Act (FLSA), except that, when the FLSA applies, the overtime provisions of Work Week Group 2 shall be in effect.
- j. Time during which a Unit 18 employee is excused from work because of sick leave shall be counted as hours worked within the workweek for purposes of determining overtime.
- k. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall be considered as time worked only 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.
- l. Employees will not be called in to work on a regular day off.

## **5.2 Show-Up Time**

- a. An employee who shows up for work at an assigned starting time and has not been advised by the employer prior to reporting not to so report, shall be guaranteed at least four (4) hours of work or shall be paid a minimum of four (4) hours at the employee's

appropriate rate of pay.

- b. When a training session is scheduled on an employee's authorized day off and the training session is canceled without prior notice to the employee, the employee shall be guaranteed at least four (4) hours of work or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.
- c. When a training session is scheduled on an employee's scheduled work day and outside the employee's scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

### **5.3 Call Back Time**

An employee who has completed a scheduled work shift, or an employee on an authorized day off, when ordered back to work shall be credited with a minimum of four (4) hours work time at the employee's appropriate rate of pay provided the call back to work is without having been notified prior to completion of the work shift and the work begins more than two (2) hours after the completion of the scheduled work shift.

When staff meetings, training sessions or work assignments are regularly scheduled on an employee's authorized day off and the employee is required to attend, the employee shall receive callback compensation or shall work a minimum of four (4) hours.

When staff meetings and training sessions are regularly scheduled on an employee's scheduled work day and outside the employee's scheduled work shift and the employee is required to attend, overtime or other compensation shall be received at the appropriate rate of pay.

Upon request of a NOC shift employee, management, where possible, shall approve CTO for the NOC shift prior to or after the training.

### **5.4 Rest Periods**

- a. Two (2) rest periods of fifteen (15) minutes each shall be scheduled by the supervisor during each regular shift; one (1) during the first half of the shift and one (1) during the second half of the shift. Employees shall be permitted to take breaks except in cases of emergency involving client care.
- b. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may they be used for overtime purposes. However, if operational needs prevent an employee from taking a rest period, the employee's supervisor may adjust the employee's shift in order to enable the employee to leave work early.
- c. Whenever possible and with the approval of his/her supervisor, the employee may take the break away from the employee's work area provided the employee is back in the work assignment at the end of the rest period.

### **5.5 Meal Periods**

- a. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees will be allowed a meal period of not less than 30 minutes nor more than 60 minutes which shall be determined by the State.
- b. Meal periods shall not be counted as part of total hours worked except for those employees who are required by the State to perform assigned duties during meal periods. When employees are required or permitted to work through their meal period, the State, at its option, may either adjust the employee's workweek schedule or workday schedule, or credit the employee for the time worked.

## **5.6 Days Off Cycles**

At the request of the Association, the departments agree to schedule a meeting at each facility to discuss Association proposals related to days off cycles. Additional meetings may be scheduled with mutual agreement.

## **5.7 Exchange of Days Off**

Unit 18 employees shall be permitted to exchange hours of work with other employees in the same classification or lower classification within the series, performing the same type of duties within the same work areas, provided:

1. The exchange occurs within a period not to exceed 30 calendar days.
2. The employees make a written request to their supervisor at least twenty-four (24) hours prior to the exchange, and the request is approved by the supervisor.

Exchanges shall be prohibited where it would result in overtime or other additional compensation under the FLSA or this Agreement.

## **5.8 Compensable Travel Time**

Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by the Fair Labor Standards Act shall be considered as time worked only if it meets the definitions and requirements of travel time in Sections 785.34 through 784.41 of Title 29 of the Code of Federal Regulations.

In applying Section 785.37 (home to work on special one-day assignment in another city), for purposes of consistent application, "another city" is defined as a work location in excess of a 25-mile radius from the employee's headquarters.

# **Article 6 Leaves and Holidays**

## **6.1 Holidays**

- a. All full-time employees shall be entitled to holidays with pay as provided herein, in



addition to any State Holidays proclaimed by the Governor.

- b. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, December 25. After the initial six months of employment, full-time employees shall be granted a personal holiday each fiscal year. The personal holiday shall be credited to employees on the first day of July. Subject to operational needs, a department head or designee may grant an employee's request to take his/her personal holiday with less than five (5) working days' advance notice. Personal holiday credit not used by June 30 of each fiscal year shall be converted to holiday credit on an hour-for-hour basis.
- c. Employees shall receive holiday time on the day on which the holiday occurs. Employees who work the nocturnal shift (NOC) shall receive holiday time for the shift which ends on the holiday.
- d. Employees other than permanent intermittent working on a holiday shall receive pay at a rate of one and one-half (1½) times the employee's regular rate of pay for each hour worked on the holiday plus at the option of the State, cash compensation or holiday credit in accordance with their time base as defined in the following chart. Intermittent employees shall receive straight time for all hours worked on a holiday unless such time exceeds 40 hours in a work week (168 hours or seven consecutive 24-hour periods).
- e. If a holiday falls on the employee's regular day off, the employee shall receive holiday credit in accordance with the following chart.
- f. Employees working part-time or intermittent schedules shall receive holiday credit or cash in lieu of holiday credit in accordance with the following chart.

**Full Time & Part Time Employees**

**Intermittent Employees**

<u>Time Base</u>	<u>Holiday Compensation in Hours</u>	<u>Hours on Pay Status During Pay Period</u>	<u>Holiday Compensation in Hours For Each Holiday</u>
Full Time	8.00 *	0 - 10.9	0
1/5	1.60	11 - 30.9	1
2/5	3.20	31 - 50.9	2
3/5	4.80	51 - 70.9	3
4/5	6.40	71 - 90.9	4
1/8	1.00	91 - 110.9	5
1/4	2.00	111 - 130.9	6
3/8	3.00	131 - 150.9	7
1/2	4.00	151 or over	8 *
5/8	5.00		
3/4	6.00		
7/8	7.00		
1/10	.80		

\* An employee can accrue only up to 8 hours of holiday credit per holiday

3/10	2.40
7/10	5.60
9/10	7.20

## 6.2 Vacation Leave

- a. Employees shall 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
241 months 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.
- (2) An employee in the classifications listed below who has served at least five (5) consecutive months in State service, who has not been rejected on probation, and who is reappointed within six (6) months of his/her separation, will be given credit for the time served for purposes of receiving a 42-hour bonus under the provision above.
- (a) Psychiatric Technician Student
  - (b) Psychiatric Technician Trainee
  - (c) Psychiatric Technician Training Candidate
- b. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted for vacation leave purposes set forth under Item a. above.
- c. Employees working less than full time accrue vacation in accordance with the applicable DPA rules.
- d. 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:

- (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; or
  - (5) Was on jury duty.
- e. Upon termination from State employment, the employee shall be paid for all accrued vacation credits.
- f. The time when vacations are to be taken shall be at the request of the employee, subject to the legitimate operating needs of the State.
- g. The department head or designee has the right to order an employee to take vacation during the calendar year whenever (1) an employee's vacation accumulation exceeds or would exceed the vacation cap in Article 6.2 (d) on December 31 of the calendar year; or (2) when the department head or designee has sufficient evidence that an employee is incapable of performing his/her regularly assigned duties. This does not preclude other appropriate action including adverse action.

#### DMH Vacation Scheduling

- a. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- b. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two vacation period(s) for the upcoming calendar year as follows:
- (1) For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
  - (2) For two vacation periods, each vacation period shall be for consecutive days. The two vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be

separated by at least twenty-two (22) days worked.

As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of this subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation time balance at the time the vacation is to be taken.

c. Beginning December 1, employees may select time off on a first-come, first-served basis from the remaining posted dates. If the selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this subsection, an employee may use vacation, CTO, holiday time or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, if two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

d. Employees who successfully bid a vacation during the period mentioned in subsection b., October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period if the coinciding vacation dates are available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:

- (1) Bid another available vacation period; or
- (2) Bump previously approved Unit 18 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
- (3) Cancel the vacation.

Vacations scheduled under this subsection shall be considered to be bid vacations.

e. Time off under this Section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellations shall be in accordance with and in the order of the following:

- (1) Volunteers.
- (2) Time off requested after December 1, with the last request being the first cancelled.
- (3) Bid vacations by inverse seniority.

f. Nothing in the Section shall prevent the granting of time off in excess of the posting time off.

g. Vacation calendars shall remain posted for the entire vacation year.

- h. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-served basis subject to subsection c.

#### CDC Vacation Scheduling

- a. On October 1 of each year, each Bargaining Unit 18 employee will receive a vacation schedule request form. On the request form each employee will select his/her first nine choices in numerical order. The request forms must be submitted by October 15.
- b. Vacations shall be granted by seniority. A calendar of scheduled vacations shall be developed and distributed to each employee by November 15.
- c. Beginning December 1, for any remaining periods, employees may request time off on a first-come, first-serve basis. Approval will be granted based on operational needs.
- d. All employees may sign up for no more than two (2) vacation periods for the upcoming calendar year.

#### DDS Vacation Scheduling

- a. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to a Bargaining Unit 15, 17, 18 and 20 LOC employees. For the AM and PM shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees who may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees who may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Collective Bargaining Agreement.
- b. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
  - (1) Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
  - (2) No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
  - (3) During the above period, management will not intervene to resolve conflicts in the vacation requests.

- c. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden as determined by management, or the employee may bid on the remaining unbid vacation time.
- d. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- e. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots. The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.
  - (1) Program management shall maintain full and unbridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unbridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
  - (2) The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
  - (3) The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- f. When an employee cancels a vacation period, the state shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- g. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management determination.
- h. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- i. If an ad hoc time slot is available and an employee elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

### **6.3 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 have elapsed from date of enrollment.

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

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

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

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

Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two 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.
  - (5) Was on jury duty.
- f. Upon termination from State employment, the employee shall be paid for all accrued annual leave credits.
  - 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 request 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 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 6.4 Sick Leave, of this Agreement.
  - k. The Enhanced Non-industrial Disability Insurance (ENDI) in Section 7.8 applies only to those employees 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).
  - m. Upon enrollment in the annual leave program, existing vacation balances will become the employee's annual leave balance. For example, if an employee has accrued 300 vacation hours and enrolls in the annual leave program, the 300 hours of vacation become 300 hours of annual leave. In this example, all earned hours of annual leave shall be added to the 300 hours and the employee may accrue annual leave hours up to a cap of 640 hours as outlined in e. above.

#### **6.4 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, son, daughter, brother or sister, or any person residing in the immediate household. Such absence shall be limited to five workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
- b. On the first day of the monthly pay period following completion of each monthly pay period of service, each full time employee shall earn eight hours of credit for sick leave with pay. A full-time employee who had eleven or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from State service resulting from a temporary or permanent separation for more than eleven consecutive working days, which fall into two consecutive qualifying pay periods, shall disqualify the second pay period.
- 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 hours credit for sick leave with pay.
  - (2) Multiple positions under this rule:
    - (a) An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
    - (b) Where an employee holds two 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 the credits shall not exceed 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 certificate. If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved.
- e. An employee shall not be required to provide physician's verification of illness when he/she uses no more than two consecutive days sick leave except 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 used in 30-minute increments.
  - h. Absence from duty resulting from approved EIDL, IDL, NDI or ENDI shall not be subject to disciplinary action.
  - i. Upon submission of an Absence and Attendance Report Form, if the supervisor disapproves an employee sick leave request, the supervisor shall complete the form and inform the employee why the requested time is denied. Upon notice, the employee shall have five working days to provide additional documentation to verify the request for sick leave prior to the denial becoming final. Verification of sick leave will be made in accordance with subsection d. above. Employees who are on attendance programs shall be required to provide medical verification in accordance with their attendance plan.
  - j. Upon request, an employee who is not on a sick leave attendance program and who submits substantiation for use of sick time which is accepted by the employee's supervisor as a valid absence from work under subsection a. above, and has insufficient sick leave credits to cover the absence, other leave credits shall be used to cover the absence.  
  
Upon request, an employee who is on a sick leave attendance program and who suffers a major injury and submits substantiation for use of sick time which is accepted by the employee's supervisor as a valid absence from work and the employee has exhausted all sick leave credits, other leave credits may be used to cover the absence.
  - k. An employee shall be provided written counseling before being placed on a sick leave attendance program.
  - l. Both parties agree and understand that application of this Section may vary.
  - m. In lieu of sick leave credits, any employee who is subject to the Annual Leave Program and who is appointed (this includes but is not limited to initial appointment into State service, reinstatement, transfer, promotions and demotion), in a position in Bargaining Unit 18 shall continue to be subject to the Annual Leave Program and the Enhanced Non-industrial Disability Insurance (ENDI) benefit provisions of this Contract.

## **6.5 Maternal, Parental, Adoption Leave**

- a. A female permanent or probationary employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation to support her request for

pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

- b. A male spouse or male parent, who is a permanent or probationary employee, shall be entitled to an unpaid leave of absence to care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation to support his request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.
- c. A department head or designee may grant a permanent or probationary employee's request for an unpaid leave of absence upon the adoption of a child for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for adoption leave.
- d. If the initial request for parental leave or adoption leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one year timeframe are permissive and may be considered by the department head or designee.
- e. If the request for parental leave is made more than 30 calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- f. Any permissive approval of parental leave or adoption leave as outlined above may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of revocation.
- g. During the period of time an employee is on parental or adoption leave, he/she shall be allowed to continue his/her health, dental and vision benefits. The cost of these benefits shall be paid by the employee at the group rate.
- h. A female employee may use accrued sick leave or annual leave for disability or illness due to pregnancy, childbirth or medical conditions in accordance with Section 6.3 (Annual Leave), 6.4 (Sick Leave) and 7.7 (Non-Industrial Disability Insurance).
- i. For purposes of subsections a., b. or c., an employee may use accrued compensating time off, holiday credit, or vacation time.
- j. The employer shall treat Pre-Licensed Psychiatric Technicians (PLPTs) in a similar fashion for purposes of leave under this Section, except that PLPTs shall be brought back to work at the end of the requested leave period in the higher of the classes of PLPT and PT for which they qualify, consistent with SPB rules.

## **6.6 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, step-parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, adopted child or death of a person residing in the immediate household of the employee at the time of death. Bereavement leave shall be authorized for up to three (3) eight-hour days 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.

- b. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay shall be granted for two (2) additional days which shall be deducted from sick leave. Should additional leave be necessary, the department head or designee may authorize the use of accrued CTO, vacation or authorized leave without pay.
- c. Permanent full-time employees who have used their three (3) paid days of bereavement leave may on each subsequent request be authorized to use up to three (3) eight-hour days of sick leave, CTO, or any other earned leave credits if they suffer more than one bereavement as enumerated in Item a. above during the fiscal year. If more than three (3) eight-hour days are requested, the provisions of paragraph b. shall apply.
- d. Permanent full-time employees may utilize their vacation, CTO or any other earned leave credits, except for sick leave, for additional time required in excess of time allowed in a. above or time required due to the death of other relatives not listed in a. above.
- e. Permanent intermittent employees will be eligible for bereavement leave pursuant to paragraphs a., b., c. and d. above on a pro-rata basis, based on actual hours worked during the qualifying monthly pay period(s) immediately prior to the bereavement.
- f. Fractional time base (part-time) employees will be eligible for bereavement leave pursuant to paragraphs a. b., c. and d. above on a pro-rata basis, based on the employees' fractional time base. (See DPA Management Memo 83-71 for fractional time base employees.)

## **6.7 Jury Duty**

- a. An employee shall be allowed time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for this time off, the employee is required to remit to the State jury fees received.
- 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. An employee who works the PM shift shall not be required to work the PM shift on the day on which that employee is required to appear in court.
- f. An employee who works the NOC shift shall not be required to work the NOC shift on the day on which that employee is required to appear at court.
- g. An employee who works the NOC shift shall not be required to work the NOC shift immediately prior to the day of jury duty and may instead use accrued vacation, CTO, holiday or "dock."
- h. An employee's days off shall be changed to weekends when required to serve as a member of a jury panel.
- i. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs c. and d. apply.
- j. For night jury duty, the State shall make adjustments in the employee's work schedule in a manner consistent with the intent of this provision.

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

- a. Upon giving two (2) days notice to his/her immediate supervisor, any State employee, otherwise qualified, shall be permitted to take any State civil service examination during working hours if the examination is scheduled during such period, or to attend a meeting of the department or State Personnel Board at which is scheduled for consideration a matter specifically affecting his/her position concerning which he/she has requested to be heard, without reduction of pay or other penalty. Employment interviews for eligibles on employment lists shall be considered part of the examination process.
- b. The facility shall attempt to accommodate a shift change request from an employee who is scheduled to work NOC either the day before or the day of a civil service examination.
- c. AM and PM shift employees, who participate in the Psychiatric Technician licensing examination, shall be released at the employees' option on vacation, CTO, holiday credit or dock on the day of the examination. NOC shift employees shall be so released on the day prior to the examination.
- d. An employee may, with seven days notice to his/her supervisor, have his/her days off rescheduled to allow the employee to take the Psychiatric Technician licensing examination on his/her day off.

#### **6.9 Catastrophic Leave**

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

- a. Sick leave credits cannot be transferred.

- b. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.
- c. The receiving employee has exhausted all leave credits.
- d. The donations must be a minimum of eight (8) hours and in whole-hour increments and credited as vacation.
- e. Transfer of vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- f. The total leave credits received by the employee shall not exceed three months. However, if approved by the appointing authority, the total leave credits received may be six months.
- g. Donations shall be made on a form supplied by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
- i. This section is not arbitrable; however, it may be grieved to the third step.

#### **6.10 Catastrophic Leave: Natural Disaster**

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

- a. Sick leave credits cannot be transferred.
- b. When the receiving employee faces financial hardship due to the effect of the 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 a minimum of eight (8) hours and in whole-hour increments and credited as vacation or annual leave.
- e. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- f. The total leave credits received by the employee shall not exceed three months. However, if approved by the appointing authority, the total leave credits received may be six months.
- g. Donations shall be made on a form supplied by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.

- h. This section is not subject to the Grievance and Arbitration Article of this Contract.

### **6.11 Personal Leave**

- a. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave.
- b. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.
- c. If a dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 3 (DPA) of the grievance procedure shall be final and not subject to the arbitration clause of this Agreement.

### **6.12 Unpaid Leave of Absence**

- a. A leave of absence shall not be granted under this section to any employee who is accepting another position in the State service or who is leaving the State service to enter other employment except as herein provided; or who does not intend to, nor can reasonably be expected to, return to State service on or before the expiration of the leave.
- b. An appointing power may grant a leave of absence without pay:
  - (1) To any employee for a period not to exceed 30 calendar days.
  - (2) To an employee who has permanent status and since that permanent status has had no break in continuity of State service due to permanent separation or a probationer who has completed six months or service in a class having a longer probationary period, or a probationer who was prevented from completing the probationary period because of entry into the military service of the United States.
- c. The reason for the leave may be:
  - (1) To attend school or college or to enter training to improve the quality of employee's service.
  - (2) Temporary incapacity due to illness or injury.
  - (3) 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) For some other reason equally satisfactory as determined by the appointing power.
- d. Termination: A leave of absence is terminated by:
  - (1) Expiration of the term.
  - (2) Revocation by the appointing power with the approval of the Director of the Department of Personnel Administration or by the Director with the approval of the appointing power and by receipt by the employee of written notice of such revocation at least 15 days prior to the effective day of the revocation.
  - (3) Cancellation by the employee with the approval of the appointing power.
- e. Procedure: An employee shall not be entitled to a leave of absence as a matter of right except for service in the recognized military service or education for which the employee is eligible because of military service or for pregnancy, childbirth or the recovery therefrom. Upon receipt of a request for leave of absence for any other reason signed by the employee and stating with particularity the reason for the leave, the appointing power may either approve or disapprove the request. The appointing power shall obtain the approval of the Director prior to the effective date of the leave of absence if the request for leave of absence is for service in a foreign county in a technical cooperation program.
- f. Reinstatement: A report of the reinstatement of an employee upon return from a leave of absence shall be made immediately by the appointing power to the Director of the Department of Personnel Administration. At the same time, the appointing power shall file with the Department a notice of separation of the employee who filled the position during the absence of the employee on leave.
- g. Informal Leave of Absence (Dock): The appointing power may grant an informal leave of absence without pay for a period not to exceed 11 working days in a 22-day pay period or 10 working days in a 21-day pay period or 11 consecutive working days between pay periods. A holiday is counted as a working day. The appointing power shall not grant paid absences to break the continuity of a leave of absence without pay.

## **Article 7 Benefits**

### **7.1 Consolidated Benefits Program**

- A. PROGRAM DESCRIPTION
  - a. Contribution Amounts



- (1) From July 1, 1999 to July 31, 1999, the State agrees to pay the following contribution for consolidated benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.
  - (a) The State shall pay \$200 per month for coverage of an eligible employee.
  - (b) The State shall pay \$384 per month for coverage of an eligible employee plus one dependent.
  - (c) The State shall pay \$505 per month for coverage of an employee plus two or more dependents.
  
- (2) Effective on or after August 1, 1999 to December 31, 1999, the State agrees to pay a composite contribution for health, dental, and vision benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS and/or a dental plan administered or approved by DPA. Employees will continue to be automatically enrolled in vision.
  - (a) The State shall pay \$214 per month for coverage of an eligible employee.
  - (b) The State shall pay \$397 per month for coverage of an eligible employee plus one dependent.
  - (c) The State shall pay \$522 per month for coverage of an eligible employee plus two or more dependents.

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

- (3) Effective January 1, 2000, the State agrees to pay the following contribution for consolidated benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.
  - (a) The State shall pay \$214 per month for coverage of an eligible employee.
  - (b) The State shall pay \$411 per month for coverage of an eligible employee plus one dependent.
  - (c) The State shall pay \$542 per month for coverage of an employee plus two or more dependents.

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

- (4) The parties agree to work cooperatively with CalPERS and the health plans to

control premium increases. One method to control premiums would be to incorporate higher co-payments into the health plans as soon as possible. Any premium savings that result from these co-payment changes will be used to offset employee out-of-pocket premium costs.

b. Description of the Composite Rate Program

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

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

B. HEALTH BENEFITS

a. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public

Employees' Medical and Hospital Care Act.

b. Permanent Intermittent Employees

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

b. Family Member Eligibility

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

**C. DENTAL BENEFITS**

a. Contribution

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

b. Employee Eligibility

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

c. Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B (b).

d. Delta Dental Surplus

The State agrees that \$39,181.11 of the money remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then the amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. The Union agrees that this is a full and final settlement and release of all known and all unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992 - 1995 collective bargaining agreement.

## **D. VISION BENEFIT**

### a. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee copayment of \$10 for the comprehensive annual eye examination and \$25 for materials.

### b. Employee Eligibility

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

### c. Family Member Eligibility

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

## **E. FLEXELECT PROGRAM**

a. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105 (b), 129, and 213 (d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

b. Employees who meet the eligibility criteria stated in subsection E (a) above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under FlexElect.

## **F. WORKPLACE VIOLENCE PREVENTION**

a. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.

b. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.

c. The State agrees to provide training on procedures for preventing workplace violence and CAPT will encourage employees to use these procedures.

## **7.2 Pre-Tax of Health/Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and Social Security taxes are deducted.

Employees who choose not to have their out-of-pocket costs pre-taxed must make an election not to participate in this benefit.

### **7.3 Rural Subsidy Program**

Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 18 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees and for annuitants. DPA shall administer any fund involving Bargaining Unit 18 members.

The program shall operate in the following fashion:

- a. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Senate Bill 514 (Senator Chesbro). For Bargaining Unit 18 members, payments shall be on a monthly basis. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for the employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- c. The money shall be available for use as defined in SB 514.
- d. Pursuant to that bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 18 members, as one of several similar accounts.
- e. Each Unit 18 employee shall be able to utilize up to \$1,500 per year, pursuant to SB 514, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph b. is applicable here.
- f. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in the bill, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in SB 514. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - (1) Any employee not in Bargaining Unit 18 all year shall receive credit under this subsection utilizing the same pro rata formula as in subsection b. above.
  - (2) If an employee is entitled to less than \$25.00 under this subsection, the money shall instead go into next year's fund pursuant to subsection g.

- g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the bill were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the bill exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remained in the pool.
- h. Beyond the text of the bill, the parties will structure and administer the fund in accordance with all applicable IRS and other regulatory statutes and rules.
- i. Interest earned from the fund(s) shall be used to offset administrative costs.
- j. Notwithstanding the above, if the IRS determines that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.

#### **7.4 Joint Labor / Management Benefits Committee**

The State and CAPT agree to establish a Joint Labor/Management Benefits Committee. The Committee shall consist of an equal number of labor and management representatives. The Committee shall be advisory in nature. The purpose of the Committee shall be to provide policy advice and recommendations on the health benefits program to the California Public Employees' Retirement System (CalPERS) and on the dental, vision, employee assistance, and legal services benefits to the Department of Personnel Administration (DPA). This Committee will not provide advice on the Worksite Health Promotion or Savings Plus Deferred Compensation programs.

CAPT shall be entitled to one (1) representative who is qualified to provide policy advice and to commit his/her organization to a course of action decided by the Committee. An appropriate number of management representatives shall be appointed by DPA.

Meetings shall be scheduled at least quarterly, and a specific agenda of issues to be discussed will be developed and distributed in advance of each meeting. Additional meetings may be scheduled on an as-needed basis.

The Committee shall be co-chaired by a Labor representative selected by union Committee members and a Management representative appointed by DPA.

Union representatives shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this Committee.

#### **7.5 Flexible Benefit Program**

- a. The State agrees to provide a Flexible Benefits Program under Section 125 and related Section 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the Flexible Benefit Program shall be subject to all applicable Federal statute and related administrative provisions adopted by the Department of Personnel Administration (DPA).

All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.

#### Permanent Intermittent Eligibility

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

### **7.6 Continuation of Flexible Benefits Election**

When an employee who is enrolled in the State's Flexible Benefit Program (Flex-Elect) for eligible nonrepresented employees changes employment status to that of a represented employee in the bargaining unit, the employee will continue his/her flexible benefit elections through the duration of the flex plan year in lieu of the corresponding benefits provided by this Agreement. At the conclusion of the flex plan year, the employee shall receive only those benefits contained in this Agreement.

### **7.7 Non-Industrial Disability Insurance (NDI)**

- a. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- b. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed \$135 per week, 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, 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/her disability, may upon the discretion of his/her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under b. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.
- g. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- h. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- i. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- j. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- k. All appeals of a denial of an employee's NDI benefits shall follow only 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.

## **7.8 Enhanced Non-Industrial Disability Insurance (ENDI) - Annual Leave**

- a. This ENDI provision is applicable only to employees participating in the annual leave program referenced in section 6.3.
- b. ENDI is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- c. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 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% income replacement. At the time of an ENDI claim, an employee may elect



either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

- d. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one 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 full-time work during the period of his/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% of his/her 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/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 Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- k. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- l. All appeals of an employee's denial of ENDI benefits shall follow only 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 Section 7.7.

## **7.9 Industrial Disability Leave (IDL)**

- a. For periods of disability commencing on or after May 1, 1992, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.
- b. In the event the disability exceeds 22 work days, the employee will receive 66 and 2/3% of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.
- c. 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 approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one 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.
- d. Temporary disability (TD) with supplementation, as provided in Government Code Section 19863, will no longer be available to any State employee who is a member of either the CalPERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given 30 days to make a voluntary, but irrevocable change to the new benefit for the remainder of his/her eligibility for IDL.
- e. If the employee remains disabled after the IDL benefit is exhausted, the employee will be eligible to receive Temporary Disability benefits as provided in Government Code Section 19863.
- f. In the event an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
- g. All appeals of an employee's denial of IDL benefits shall follow only 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.
- h. A dispute on whether an injury is job related may be grievable to the 2nd step of the

grievance procedure. This procedure shall not apply to SCIF determinations.

- i. IDL shall continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has benefits remaining and the employee is declared a "qualified injured worker" and is eligible for and agrees to participate in vocational rehabilitation.
- j. If the IDL benefits are to be terminated, the employee shall be notified by letter and advised as to the status of his/her health, retirement and miscellaneous deductions.
- k. All checks issued pursuant to this section from the facility revolving fund shall have an explanation as to the monies received and pay periods covered.
- l. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury. Within five (5) working days after such notice of injury, the Health and Safety Officer shall provide the injured employee with written information concerning the rights, benefits and obligations under the workers' compensation law.
- m. Within five (5) work days after denial of IDL, the Health and Safety Officer shall provide the injured employee written notice of the reason for the denial.
- n. Claims for IDL benefits must be filed within one year from the date of the incident causing the injury.

#### **7.10 Enhanced Industrial Disability Leave (EIDL)**

- a. An employee who loses the ability to work as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing Industrial Disability Leave Benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive patient/client, except that the Department Director may waive these preceding restrictions. An employee who is determined to be eligible for EIDL shall receive EIDL benefits from the first full day of absence.
- b. The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of initial absence as a result of the injury. For the purposes of this Section, "net salary" is defined as the amount of salary earned after deduction of Federal income tax, State income tax, employee's retirement contribution and OASDI. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- c. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, or other injury as determined by the illness, stress-related disabilities or physical disability having mental origins.
- d. 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 to determine an employee's continued

eligibility for EIDL.

- e. This Section relating to EIDL is grievable only through the second step of the grievance procedure as the final step of appeal and is not subject to the arbitration procedure of this Agreement.
- f. EIDL eligibility and benefits may not exceed 52 weeks (365 calendar days) within two years of the first day of lost time. The employee's full gross salary is reduced by the amount of federal and state income tax and OASDI or Medicare to establish the "EIDL reduced gross." The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administrative charge, tax sheltered annuity or Flex-Elect will not be withheld from EIDL payments. EIDL payments are not reported as taxable wages or other compensation on the Form W-2.
- g. EIDL shall continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has benefits remaining and at least one of the following conditions exists:
  - (1) The employee is declared a "qualified injured worker" and is eligible for and agrees to participate in vocational rehabilitation.
  - (2) The employee has initiated the disability retirement process.
- h. If the EIDL benefits are to be terminated, the employee shall be notified by letter and be advised as to the status of his/her health, retirement and miscellaneous deductions.
- i. All checks issued pursuant to this section from the facility revolving fund shall have an explanation as to the monies received and pay periods covered.
- j. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury. Within five (5) working days after such notice of injury, the Health and Safety Officer shall provide the injured employee with written information concerning the rights, benefits and obligations under the worker's compensation law.
- k. Within five (5) days after denial of IDL or EIDL, the Health and Safety Officer shall provide the injured employee written notice of the reason for denial.
- l. Claims of EIDL benefits must be filed within one year from the date of the incident causing the injury.

## **7.11 Meal Allowance**

The State shall provide employees with a meal allowance or provide the opportunity for a facility-prepared meal when the employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal

allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift. For the meal expense incurred on the date the overtime was worked, the Department will reimburse up to \$7.50. To receive reimbursement, receipts must be submitted within 30 days of the date the overtime meal was authorized.

## 7.12 Business and Travel Expense

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

### A. Meals / Incidentals

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

#### 1. Rates

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

Breakfast .....	up to \$ 6.00
Lunch.....	up to 10.00
Dinner .....	up to 18.00
Incidentals .....	up to 6.00
Total.....	up to \$40.00 (every full 24 hours of travel)

#### 2. Timeframes

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

- a. On the first day of travel on a trip of 24 hours or more:
  - Trip begins at or before 6 am      breakfast may be claimed
  - Trip begins at or before 11 am      lunch may be claimed

Trip begins at or before 5 pm      dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than 24 hours:
  - Trip ends at or after 8 am      breakfast may be claimed
  - Trip ends at or after 2 pm      lunch may be claimed
  - Trip ends at or after 7 pm      dinner may be claimed

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

- c. For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses as follows:

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

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

If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

## 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. Regular State Business Travel

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

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

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

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

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

West Hollywood and Hollywood.

2. State Sponsored Conferences or Conventions

For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes.

3. Non-state Sponsored Conferences or Conventions

For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

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

C. Long-term Travel

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

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:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either:
  - a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130

per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

- b. Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.

D. Out-of-State Travel

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

E. Out of Country Travel

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

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

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. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the state.



## 1. Mileage Reimbursement

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed 31 cents per mile.

Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to, gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

- 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 his/her normal commute.

## 2. Specialized Vehicles

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

## 3. Private Aircraft Mileage

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

## 4. 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 he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

## G. Receipts

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

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, tax or other business charges related to State business of \$5.00 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

### **7.13 Client Escort Reimbursement**

Bargaining Unit 18 employees who are required by management to escort clients or patients to court or community activities are entitled to reimbursement for allowable expenses as defined in section 7.12. The 50 mile radius requirement in section 7.12 does not apply to this section.

### **7.14 Replacement of Damaged Personal Clothing and/or Articles**

- a. Employees shall be reimbursed for personal clothing and/or articles required to be worn or carried by the employee which are damaged beyond repair during the course of an employee's assigned duties. The employee shall be reimbursed for clothing and/or articles within fourteen (14) days from the time he/she submitted proof of replacement.

The State will not reimburse employees for damaged clothing and/or articles if the damage is caused by the employee's carelessness or negligence. Employees shall exercise good judgment in the type and cost of personal clothing, articles and glasses worn while performing his/her duties. Based on current prices for actual value of compensable clothing or articles, the State will pay the appropriate amount of reimbursement.

- b. In the event that an employee's glasses are damaged beyond repair in the performance of his/her duties, the employee shall be allowed to provide a valid written estimate of the amount required to replace the glasses. This estimate shall be based on current prices for actual value of compensable glasses. If approved, the State will advance to the employee this amount for replacement of the glasses.

The employee shall provide a valid receipt within 45 days of the date of the advance. Should the employee fail to provide an acceptable receipt, the State may deduct the amount advanced from the employee's pay.

## **7.15 License Renewal Fees**

- a. The State agrees to reimburse employees who are required to maintain a license as a condition of employment, in their class, for the actual costs of license renewal fees. If the employee is working less than full-time, the license fee reimbursement shall be pro-rated. The classes covered by this provision are as follows:
  - Senior Psychiatric Technician
  - Senior Psychiatric Technician (Forensic Facility)
  - Psychiatric Technician
  - Psychiatric Technician (Forensic Facility)
  - Child Care Practitioner
  - Developmental Specialist
  - Psychiatric Technician Instructor
- b. The State agrees to pay for the Certified Nurse Assistant (CNA) certificate required of the following classes as proof of competency to perform direct care duties in a facility. Payment will be \$15.00 for a first-time certificate and \$20.00 for renewal thereafter.
  - Psychiatric Technician Assistant (PTA)
- c. For Psychiatric Technician Apprentices, the State will pay the additional expense of registration fee, if required by the Division of Apprenticeship Standards. Payment will be no more than \$40.00 per Fiscal Year.
- d. Employees requesting license renewal reimbursement shall complete in triplicate a Standard 262 Claim Form (Travel Expense Claim) and include the following information: social security number; department and work location; and, time base (full-time, part-time, etc).

## **7.16 State-Owned Housing Rental Rates**

- a. Effective July 1, 1992, and annually thereafter for the duration of the Agreement, the departments may raise rental rates by 25%.
- b. Effective July 1, 1992, and annually thereafter for the duration of the Agreement, the departments may raise utility rates by up to 8%.
- c. The rental of State housing shall not be a condition of employment.
- d. Should the departments elect to use State-owned housing for recruitment purposes, they may decide upon a reduced rental rate to be charged a given occupant for a period of up to 6 months.
- e. When an employee vacates State-owned housing, the State may raise rents for the housing up to the Fair Market Value.
- f. Nothing in this Agreement shall supersede any rights that may otherwise be guaranteed to employees under applicable tenant laws or applicable OSHA standards.

- g. Employee-tenants who have complaints about the condition of the dwelling they rent may file a Housing Grievance through the following process:
  - (1) Step 1 -- The complaint shall be reduced to writing on the form provided by the State and submitted to the Chief of Plant Operations (CPO). Within 14 calendar days, the CPO or designee will investigate and respond to the matter in writing. If the tenant is not satisfied with the decision rendered at the first step, he/she may appeal the decision to the facility director within 14 calendar days.
  - (2) Step 2 -- The facility director or designee will make an effort to meet with the grievant to review the matter and will respond to the matter in writing within 21 calendar days. If the tenant is not satisfied with the decision rendered at the second step, he/she may appeal the decision to the department director within 21 calendar days.
  - (3) Step 3 -- The department director or designee will review and respond to the matter within 30 calendar days. If the tenant is not satisfied with the decision rendered at the third step, he/she may appeal the decision to the Director of the Department of Personnel Administration within 30 calendar days.
  - (4) Step 4 -- The Director of the Department of Personnel Administration will review the decision rendered by the department and representative within 30 calendar days.
  - (5) Step 5 -- The employee retains all rights to representation pursuant to Ralph C. Dills Act throughout this process.
- h. Employees must be notified no less than sixty (60) days prior to any rent or utility rate increases.
- i. An employee who rents State housing may cash out accrued CTO up to a net amount equivalent to that month's rent and utility charges.
- j. With the exception of provisions f. and g. above, all provisions of this section are subject to the grievance and arbitration procedures.
- k. Employees currently occupying State housing who have a legally binding lease with a fixed rental rate will not have their rents or utility charges adjusted until allowed under the lease.

## **7.17 Education and Training**

- a. The State shall offer in-service training programs which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Offerings may be limited by availability of funds.
- b. Required Training (In-service / Out-service)
  - (1) The State agrees to reimburse employees for expenses incurred as a result of

completing training or education courses required by a department. Reimbursements shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense Section of this Agreement.

- (2) Employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.
- (3) Employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

c. Other Training (In-Service / Out-Service)

Upon completion of an authorized training or education course, a department shall reimburse an employee for up to 50% of course required books and tuition. Employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.

d. Educational Leave

(1) Unpaid Educational Leave

Applications for unpaid educational leave shall be accepted on an annual basis. To be eligible for unpaid educational leave, the full-time employee must be employed before October 1 of the year prior to the year in question. If he/she is employed on or after October 1, he/she may be scheduled for educational leave in the following year. A full-time employee who does not apply for educational leave waives it for that year. The State may require a report from the employee on unpaid educational leave describing the activities involved.

(2) Paid Educational Leave

- (a) An employee may request special paid leave at straight-time hourly rate which may be granted employees for educational purposes which will benefit the State by adding to or strengthening employee skills or knowledge and to allow employees to attend approved conferences, professional meeting, and workshops.
- (b) The employer may require a report from the employee on paid educational leave describing the activities involved.

e. Where possible and efficient, mandated in-service training will be provided to employees on their respective shift or hours contiguous to this shift.

## **7.18 Continuing Education**

At such times as the BVNPT implements continuing education requirements for Unit 18 employees, the State agrees to meet with CAPT representatives at each facility to discuss:

1. The certification of existing in-service course work.
2. The addition of new certified course work.
3. The administrative procedures for securing leave time to take such courses.

In addition, the implementation of continuing education may be discussed on a statewide basis through the Labor/Management Committee specified in Section 11.2 of this Agreement.

### **7.19 Transportation Incentives and Parking Rates**

- a. The State and CAPT agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- b. Employees working in areas served by mass transit, including rail, bus or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent discount on public transit passes sold by State agencies up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- c. The State shall provide \$100 per month to each employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- d. For the term of this agreement, the parties agree that the State may increase parking rates in existing lots in an amount not to exceed twenty dollars per month. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. Rates at new lots administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.
- e. By April 1, 2000, the State shall develop a system for employees to pay parking fees with pre-tax dollars.
- f. Notwithstanding any other provision of this Agreement, CAPT agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.
- g. Unit 18 employees working at a twenty-four (24) hour level of care facility within the Departments of Developmental Services, Mental Health and Corrections shall not be required to pay a parking fee for parking on facility grounds.

## **7.20 Long-Term Care Insurance Plan**

Unit 18 employees are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

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

## **7.21 Legal Services Plan**

The State agrees to contract for an employee-paid 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.

# **ARTICLE 8 RETIREMENT PROVISIONS**

## **8.1 Second Tier Retirement Plan**

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

## **8.2 Sick Leave Credit Upon Retirement**

- a. A State member of the California Public Employees' Retirement System (CalPERS) whose effective date of retirement is within four (4) months of separation from employment with the employer which granted the sick leave credit, shall be credited at his/her retirement with 0.004 year of service credit for each unused day of sick leave certified to CalPERS by the employer.
- b. Until receipt of certification from an employer concerning unused sick leave, CalPERS may pay an estimated allowance pursuant to this Section. At the time of receipt of such certification, the allowance shall be adjusted to reflect any necessary changes.

## **8.3 Survivors' Benefits**

- a. Unit 18 employees who are members of the California Public Employees' Retirement System (CalPERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.

b. The contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by the CalPERS board. The survivors' benefits are detailed in the following schedule:

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

#### **8.4 Streamlining The State Safety Retirement Process**

CAPT agrees to support legislative changes that will simplify and streamline the process in which classes or positions are determined eligible for state safety membership under the California Public Employees' Retirement System.

#### **8.5 Employer-Paid Employee Retirement Contributions**

The purpose of this Article is to implement the provisions contained in Section 414 (h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414 (h) (2), contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414 (h) (2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

##### **1. Definitions**

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

- a. "Employees" -- The term "employees" shall mean those employees of the State of California in Bargaining Unit 18 who make employee contributions to the CalPERS retirement system.
- b. "Employee Contributions" -- The term "employee contributions" shall mean those contributions to the CalPERS retirement system which are deducted from the salary of employees and credited to individual employee's accounts.
- c. "Employer" -- The term "employer" shall mean the State of California.



- d. "Gross Income" -- The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 18 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.
- e. "Retirement System" -- The term "retirement system" shall mean the CalPERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).
- f. "Wages" -- The term "wages" shall mean the compensation prescribed in this Agreement.

2. Pick up of employee contributions

- a. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
- b. Employee contributions made under Paragraph a. of this article shall be paid from the same source of funds as used in paying the wages to affected employees.
- c. Employee contributions made by the employer under Paragraph a. of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- d. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

3. Wage adjustment

Notwithstanding any provision in this Agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

4. Limitations to operability

This Article shall be operative only as long as the State of California "pick up" of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

5. Non-arbitrability

The parties agree that no provisions of this Section shall be deemed to be arbitrable

under the grievance and arbitration procedure contained in this Agreement.

## 8.6 Items Excluded from Compensation for Retirement Purposes

The parties agree that sustained superior accomplishment awards shall not be considered as compensation for retirement purposes.

## 8.7 First Tier Retirement Formula (2% @ 55)

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

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

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

<u>Age at Retirement</u>	<u>Current Factors</u>	<u>Proposed Factors</u>
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

There would be factors for attained quarter ages, such as 52  $\frac{3}{4}$ , that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the parties. The improved factors will also apply to past service that is credited under the First Tier and the

Modified First Tier.

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

### **8.8 Safety Member Retirement Formula (2.5% @ 55)**

- a. CAPT and the State (the parties) agree that the legislation implementing this Agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the California Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of the CalPERS' assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- b. The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of CAPT will be 2.5% of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.
- c. CAPT agrees that the rate of contribution for Safety members who are subject to the new 2.5% @ 55 formula shall be no greater than 8% of monthly compensation in excess of \$238, effective on and after July 1, 2001.

### **8.9 Safety Retirement -- Department of Developmental Services**

- a. Bargaining Unit 18 employees working for the Department of Developmental Services who meet the criteria for Safety Retirement as established by the Proposal for Streamlining the State Safety Retirement Process which amends Government Codes 18717, 19816.20 and 20405.1 will be given the option to either remain in their current retirement status or move to safety retirement when their eligibility is established by the Department of Personnel Administration.
- b. Service in Bargaining Unit 18 prior to the effective date of this change shall remain credited under the miscellaneous retirement formula. However, service in another position or department which is defined as state safety service shall be creditable, as provided by Section 20068 of the Government Code.
- c. CAPT understands and agrees that the State may establish new classifications necessary to implement this provision.
- d. DDS, DPA, and CAPT shall meet within 60 days after ratification of the MOU in order to determine eligibility for Safety Retirement of BU 18 employees employed in programs 7 and 9 at Porterville Developmental Center. Once eligibility is established, DPA and

CalPERS will implement as expeditiously as possible.

### **8.10 Safety Retirement Coverage -- PTAs in DMH**

Psychiatric Technician Assistants working for the Department of Mental Health (Napa, Patton, Metropolitan, and Atascadero State Hospitals) who meet the criteria for Safety Retirement shall be enrolled as State safety members effective within 30 days from the adoption of the Forensic Class for Psychiatric Technician Assistant.

### **8.11 Election for Safety Membership**

CAPT agrees to support legislation to be sponsored by the State that would allow State safety members of California Public Employees' Retirement System (CalPERS), who are represented by this Union, and who have previously elected to remain under the Miscellaneous retirement formula, to elect to be covered by the State safety formula.

### **8.12 First Tier Retirement Eligibility for Employees in Second Tier Retirement**

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

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

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

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

## **Article 9 Working Conditions**

## 9.1 Layoff and Reemployment

### a. Application

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

### b. Order of Layoff

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

### c. Notice

Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify CAPT no later than thirty (30) calendar days prior to the actual date of layoff.

### d. Transfer or Demotion in Lieu of Layoff

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

### e. Reemployment

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

### f. State Service Credit for Layoff Purposes

In determining seniority scores, one 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 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 consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

### g. Disputes

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code Section 19997.14. The hearing officer's decision shall be final and upon its issuance the Department of Personnel Administration (DPA) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code Section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

## **9.2 Post and Bid**

### **a. Vacant Positions**

As management determines that Psychiatric Technician or Psychiatric Technician Assistant positions become available or vacant, they shall first be reviewed by the State to determine if, pursuant to the terms of this Section, the position is eligible for post and bid or is to be filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any hospital or developmental center at any time. In no case shall more than 60% of the filled licensed Psychiatric Technician Series positions in a hospital/developmental center be held by employees through successful bids.

### **b. Posted Positions**

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each hospital's/developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

- (1) Identification posting number
- (2) Level of position
- (3) Program and unit (or ward) or other assignment
- (4) Shift
- (5) Days off or rotation pattern and cycle
- (6) Time base
- (7) Deadline for bid submittal
- (8) Indication of an "incentive bid position"
- (9) Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

### **c. Bidding**

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Association, and the employee retaining a copy.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

d. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 60/40 position count. These positions may be filled:

- (1) In accordance with Subsection a. above, or
- (2) Hire, promotion, reinstatement, transfer from within the facility or from another State hospital/developmental center or other State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

e. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for his/her next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

- (1) Length of super-seniority
- (2) Seniority
- (3) By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. He/she is then eligible to receive super-seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the

super-seniority. In "designated programs" the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Association with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection e. shall retain the eligibility to earn super seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the 14th consecutive calendar day toward the one-year qualifying period to earn super-seniority.

f. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, the employee in that position may bid on any vacant posted position. If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for the change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

g. Special Positions

Special positions such as Developmental Specialist and Child Care Practitioner shall be available for bid only to those employees in the appropriate civil service classification and shall be so identified on the posted notice. Posted positions shall be available for bid by any employee if in the appropriate civil service classification.

h. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

i. Exempt Positions

Positions for employees including SR PT, PTTC, PTT, PTS, Psychiatric Technician Apprentice and PLPT may be designated by management among all vacant or unbid positions. These positions shall not be included in the management discretion positions. These classes have no bidding rights and may be assigned by management as needed or desired. When a non-licensed employee receives his/her license and is subsequently appointed to a Psychiatric Technician classification, he/she shall not be considered as a new hire for purposes of counting positions under Subsections a, c, d or e.

j. Transfers

Employees holding bid positions shall not, except in cases of emergency, be



involuntarily transferred or moved except as otherwise provided in this Section.

k. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if the position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months if the position or bid is meaningfully related to the cause of action. A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

l. Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in Subsection j. above, these bids shall not be counted under this Subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

m. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

- (1) If such bid or position creates a nepotistic situation, notice must be given to the Association.
- (2) Representatives of the Association and the State shall meet and review the situation.

(3) Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

(4) Nothing in this subsection shall prohibit the employee and/or the Association from filing a grievance.

n. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

o. Administration

At each hospital or developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with CAPT representatives for the purpose of reviewing compliance with the Post and Bid provision.

## **Department of Corrections**

(1) Posting

As Psychiatric Technician positions become available or vacant, they shall first be reviewed by the State to determine whether they are part of the 60% and require posting. If part of the 60%, these positions shall be posted in a prominent place or a notice of opening shall be placed in the employees' mail slot. The posting notice shall be on a form designated by the Department for this purpose and shall include the following posting criteria:

1. Position
2. Assignment
3. Shift
4. Days off
5. Deadlines for bids submitted and to whom

(2) Bidding

Employees may bid on the position by filling out the form provided by the Department. The form must be signed and dated by the employee.

An employee may not make more than one successful bid each twelve months except that if an employee's bid position is altered and the employee elects not to stay in the position.

(3) Assignment

Within ten (10) days after the position of a vacant, the position shall be assigned to the

eligible bidding employees with the most seniority.

Assignments shall be made no later than 45 calendar days after the posting of the notice.

If no bids are received, management shall withdraw the bid notice and fill the vacant position by hiring, promotion, reinstatement or transfer from another facility.

(4) Denial of Bid

Employees must maintain an acceptable overall performance rating. An acceptable overall rating is defined as a rating of standard or better in all performance categories. For the initial implementation of this provision the previous year's performance report will not be considered for the purposes of eligibility.

For the 12 calendar month preceding the initial implementation of this process, an employee who has an adverse personnel action, which related to his/her job performance may be precluded from participation.

An employee may be removed from the posted position upon the effective date of an adverse action related to job performance.

Management may deny a bid, which is submitted by an employee who is on limited duty status if it is determined, that the duties of the posted position are in conflict with the work limitations described by his/her physician.

(5) Administration

At each facility the Department shall designate an official who shall be responsible for the administration of the Post and Bid provision.

**9.3 Seniority**

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service.

**9.4 Staffing**

- a. The minimum adequate level of unit staffing required by the Department of Health Services is 1:8 AM, 1:8 PM, 1:16 NOC or its 24-hour equivalent. Before additional changes are made from the above ratios to a 24-hour equivalent, the State will meet and confer with the Association concerning the impact of such changes.
- b. The State agrees to staff units in their respective state hospitals and developmental centers no lower than the above minimum adequate levels of staffing unless exemptions are granted by the Department of Health Services.
- c. This Section is not subject to the arbitration clause contained in Section 13.1, but in no way modifies any existing final judicial decisions by a court of competent jurisdiction.

- d. Upon request of CAPT, a department shall establish a joint labor/management committee to review current practices in providing unit coverage for scheduled absences of level of care staff. The committee shall review regulations and facility policies for the purpose of developing recommendations regarding unit coverage. The committee shall consist of no less than two (2) representatives from Unit 18 and no less than three (3) representatives from department management. Employees shall suffer no loss of compensation as a result of participation in the labor/management meetings.
- e. A subcommittee of the labor/management committee may be convened at each facility identified by Unit 18. For purposes of the subcommittee, in lieu of the statewide representatives, CAPT may appoint two (2) facility representatives to participate and the facility may appoint three (3) representatives to participate.

## **9.5 Personnel File**

- a. An employee's departmental personnel file shall be maintained in the facility's personnel office.
- b. An employee, and/or the CAPT steward or representative if properly authorized by the employee, may review his/her personnel file during regular personnel office hours, subject to operating needs of the personnel office. Upon prior approval of his/her supervisor, an employee and/or CAPT steward shall be granted a reasonable period of release time during personnel office hours to review the employee's personnel file. The personnel file may not be removed from the personnel office unless approved by the department head or designee. Copies of material within the personnel file shall be provided upon written request of the employee or, if properly authorized by the employee, the CAPT steward, subject to normal duplicating fees.
- c. Performance-related material, other than covered by section h., the subject of which has not recurred, shall have a removal date, not to exceed two (2) years.
- d. An adverse action, other than a termination, may be retained in an employee's official personnel file for up to three years, unless a shorter duration is stipulated by a settlement agreement.
- e. An employee may petition the Executive Director, Warden or designee to remove a recorded adverse action from the employee's official personnel file provided the subject of the adverse action has not recurred. A petition to remove shall not be unreasonably denied. The decision of the Executive Director, Warden or designee may be appealed through the grievance procedure to the Department Director or designee (2nd level) whose decision shall be final.
- f. There shall be only one (1) employee personnel file. Copies of material placed in the file will be provided to the employee at or near the time it is placed in the employee's personnel file.
- g. Any materials in an employee's personnel file involving a wage garnishment order shall, upon request of the employee, be removed after three (3) years from the date of order or

the date the order is no longer valid, whichever occurs first.

- h. Counseling memos, letters of instruction and work improvement memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the counseling memo shall be removed and given to the employee.
- i. No client, patient or inmate shall have access to official personnel files or other employee files.
- j. Employees shall be notified within five working days of a subpoena or court order requesting release of information from official personnel files or other employee files.

## **9.6 Out-of-Class Work**

### **a. Definitions**

- (1) An employee is working "out-of-class" when he/she continuously spends a majority (i.e., more than 50%) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties which are appropriately assigned to incumbents in the employee's current classification are not out-of-class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California State Personnel Board specification.

Assignments that do not substantially change the overall nature of an employee's work assignment shall not be considered out-of-class work. Training and Development assignments are not out-of-class work.

- (2) For purposes of this article, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.

### **b. Authorization and Rate of Pay**

- (1) Notwithstanding Government Code section 905.2, 19818.8 and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days in any 12 consecutive calendar months when it determines that such an assignment:
  - (a) Is of unusual urgency, nature, volume, location, duration or other special characteristics; and,
  - (b) Cannot be feasibly met through use of other civil service or administrative alternatives.

- (2) Departments may not use out-of-class assignments to avoid giving civil service examinations, or to avoid using existing eligible lists created as the result of a civil service examination.
- (3) In accordance with subsection a.(1), when an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs § 599.673, 599.674 or 599.676 if appointed to the higher classification for the duration of the assignment not to exceed one year.
- (4) Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
- (5) Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

c. Out-of-Class Grievances and Allocation Appeals

- (1) The grievance and arbitration procedure described in subsection d. below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the by the Department of Personnel Administration referenced in Government Code section 19818.16 or the State Board of Control.
- (2) The grievance and arbitration procedure described in subsection d. shall be the exclusive means by which alleged position allocation or reallocation appeals shall be remedied, including those referenced in Government Code sections 19818.6 and 19818.20.
- (3) Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
- (4) The only remedy that shall be available to grievants (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the 120 calendar day period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator. In no case, however, shall the pay exceed one year.
- (5) 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) Employees must file written grievances on a form provided by the State within 120 calendar days of when their duties allegedly changed such that they were working out-of-classification or their position became misallocated.
- (2) Out-of-class and misallocation grievances shall be filed with a designated supervisor

or manager identified by each department head as the second level of appeal in the usual grievance procedure found in Article 13.

- (3) The person designated by the department head as the second level of appeal shall respond to the grievance in writing within 45 calendar days after receipt of the grievance.
  - (4) If the grievant is not satisfied with the decision rendered by the person designated by the department head at the second level of appeal, he/she may appeal the decision in writing within 14 calendar days after receipt to the Director of the Department of Personnel Administration.
  - (5) The Director of the Department of Personnel Administration (DPA) or designee shall respond to the grievance in writing within 60 calendar days after receipt of the appealed grievance.
  - (6) If the grievance is not resolved by DPA, CAPT shall have the right to submit the grievance to arbitration within 30 calendar days following receipt of DPA's decision.
  - (7) Article 13, section 13.1, "Formal grievance - Step 4" shall apply to out-of-class and misallocation grievances except as otherwise provided in this Section.
- e. The arbitrator's award regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.
- f. The parties agree to support legislation to amend Government Code section 19818.8 as follows. The legislation must be enacted into law before the provisions of this Section take effect.

19818.8. (a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by Section 19050.8. (b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

## **9.7 Classification Changes**

- a. When the State desires to establish a new Bargaining Unit 18 classification or modify an existing one that is in Bargaining Unit 18, the State shall notify CAPT in writing at least thirty (30) calendar days prior to the State's requesting State Personnel Board (SPB) action.
- b. If CAPT requests within seven (7) calendar days of the notice, the State shall meet with CAPT to discuss the proposed class specification. If CAPT does not respond to the

classification notice, the classification proposal shall be deemed agreeable to CAPT and placed on the SPB's consent calendar.

- c. The State shall meet and confer, if requested, within 7 calendar days from the date the SPB approved the classification change, regarding only the compensation provisions of the classification.
- d. Neither the classification nor the salary shall be subject to the grievance and arbitration procedure in Section 13.1.

## **9.8 Adverse Actions**

The State and CAPT agree that the cause or causes for an adverse action taken by the State, the notice to an employee affected by an adverse action taken by the State, and the affected employee's appeal rights shall conform to the statutes governing adverse actions. This Section, including any adverse action and alleged violations of notice and due process rights not specifically mentioned in this Agreement shall not be grievable or arbitrable under the grievance procedure contained in Section 13.1 of this Agreement but shall be appealed to the State Personnel Board.

## **9.9 Notice of Shift Change**

- a. Except in cases of emergency, the State will provide Unit 18 employees with fourteen (14) calendar days advance notice of permanent shift changes when the change is made at other than the employee's request.
- b. Except in cases of emergency, the State will provide employees with seven (7) calendar days' advance notice of a temporary shift change when the change is made at other than the employee's request or concurrence. A temporary assignment shall not exceed thirty (30) calendar days. The State shall have discretion for covering the vacant or non-delivered position for the first six (6) days without advanced notice. An employee may waive the requirement for advanced notice.

## **9.10 Facility Transfer**

- a. An employee may request a facility transfer to another state facility. Requests for transfer shall be made by submitting a standard State application form directly to the facility. The request shall remain valid for one (1) year, unless withdrawn or renewed by the employee. Providing the facility has openings in the employee's classification, the employee shall be scheduled for an initial interview opportunity and by making subsequent requests, may be granted additional interview opportunities.
- b. The State retains the option to fill vacant positions at the facility by any means currently available.
- c. All interviews under this section shall be on the employee's own time and expense.

## **9.11 Performance Appraisal**



- a. The performance appraisal system of each department shall include an annual written performance appraisal for permanent employees. Such annual performance appraisals shall be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. An employee shall be given a copy of the annual written performance appraisal and shall be provided the right to discuss it with the supervisor before it is filed. Each facility shall have a review procedure to provide an employee the opportunity, subsequent to discussion with the supervisor, to discuss his/her annual performance appraisal with the designated reviewing officer, should the employee wish to do so.
- b. If an employee is performing in less than a satisfactory manner, the employee's job performance shall be discussed at least every three months to identify objectives and plans for improving the employee's work performance and to identify training needs.
- c. A Unit 18 employee may grieve the content of his/her performance appraisal through the second step of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating or when an employee presents evidence that a substandard rating is not based on factual information. When a grievance is granted in relation to this performance appraisal, the Individual Developmental Plan will be modified to reflect the outcome of the grievance settlement.
- d. Formal meetings between employees and management concerning unsatisfactory work performance or work-related problems normally should be held in private.
- e. A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports.
- f. Each employee shall be given a copy of the written appraisal covering the employee's own performance and is privileged to discuss it with the supervisor before it is filed.
- g. Clinical-based appraisal reports shall not be considered a Performance Appraisal or Individual Development Plan. The Performance Appraisal or Individual Development Plan may refer to clinical-based appraisal reports.

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

- a. An employee may be separated pursuant to Government Code Section 19996.2 (the AWOL statute) if he/she is absent for five consecutive work days without leave to be absent. An employee separated pursuant to the AWOL statute shall be afforded an opportunity for a Coleman hearing by his/her appointing power within five (5) working days after notice of the separation. An employee shall be noticed of his/her AWOL separation pursuant to Government Code Section 18575.
- b. Appeals from an AWOL separation shall be handled through the grievance and arbitration procedure of this collective bargaining agreement. Appeals shall be filed directly at Step 2 of the grievance procedure.

- c. If a request for reinstatement goes to an arbitration hearing, the arbitrator shall decide the following: (1) whether the employee was absent for five consecutive work days; (2), whether that absence was without leave, i.e., without the permission of the employee's appointing power to be absent; (3) whether the employee has a satisfactory explanation for his/her absence; (4) whether the employee has a satisfactory explanation for failing to obtain leave; (5) whether the employee is ready, willing and able to return to work, and/or, if not, whether the employee has leave from his/her appointing power to be absent and (6) whether the appointing power properly applied the AWOL statute.
- d. The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if the employee is ready, willing and able to return to work or has leave to be absent.
- e. If the AWOL statute was applied properly by the appointing power and the employee is reinstated, the employee shall receive no back pay for the period of his/her absence.
- f. If the AWOL statute was improperly applied by the appointing power, the arbitrator may order the employee reinstated and may order back pay. From any such back pay award there shall be deducted compensation that the employee earned, or reasonable could have earned, during any period of absence. There shall be no back pay for any period when the employee was not ready, willing and able to return to work.

### **9.13 Psychiatric Technician Relief of Shift Supervisor (DDS & DMH only)**

The State shall maintain a list in each unit of volunteers for temporary relief of shift supervisor. The list of volunteers shall be exhausted prior to mandatory assignments. In addition, attempts will be made to find volunteers from employees currently on duty prior to mandatory assignment.

### **9.14 Classification Review Labor/Management Committee**

- a. The State and CAPT agree to establish a Classification Review Labor/Management Committee within 90 days after ratification of this agreement.
- b. The purpose of the committee is to study the following items regarding the classification series of Psychiatric Technicians:
  - (1) Training and development of Psychiatric Technicians;
  - (2) Recruitment and retention of Psychiatric Technicians;
  - (3) Change in utilization of Psychiatric Technicians in the last 10 years; and
  - (4) Comparison of duties to existing licensed and unlicensed personnel working in similar facilities.
- c. The committee shall include an equal number of management and union representatives, however the committee shall have no more than ten (10) members. State employees who are members of the committee shall participate without loss of compensation. DPA shall appoint a committee chairperson.

- d. The committee shall prepare a written report that includes findings and recommendations to address the items listed in (b) above no later than February 1, 2001.

## **ARTICLE 10 HEALTH AND SAFETY**

### **10.1 Health and Safety**

- a. The State, to the best of its ability, will provide a safe and healthy workplace for employees. CAPT agrees that it shares responsibility for this effort, as do State employees.
- b. CAPT will be granted at least one (1) seat on each facility-wide Health and Safety Committee and two (2) seats on each facility's CAPT/Management Health and Safety Committee. Employees appointed to serve on the committee shall serve without loss of compensation or benefits.
- c. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will notify his/her supervisor or designee. The supervisor or designee will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties.
- d. If CAPT or the employee still believes the unsafe condition exists, CAPT or the employee can immediately appeal that decision to the program director. If the issue is not satisfactorily resolved, CAPT or the employee may file a grievance alleging a violation of this Section.
- e. An expedited health and safety grievance procedure is provided to deal with serious, immediate problems and includes:
  - (1) Unsafe structural conditions;
  - (2) Defective or unsafe mechanical equipment;
  - (3) Health and environmental hazards.
- f. If the condition remains unresolved, a written health and safety grievance may be submitted directly to the Executive Director, Warden or designee only after having the supervisor initial the grievance indicating that the health and safety condition was reviewed and discussed. The employee shall define in writing why he/she feels that a particular health and safety grievance presents a clear and present danger of a serious immediate nature to employee safety and health. The Executive Director, Warden or designee shall respond within 72 hours of receiving the health and safety grievance. If CAPT or the employee still believes that the unsafe condition exists, the grievance may be appealed to the next level of the grievance procedure.

### **10.2 Infectious Disease**

The State and CAPT recognize the need to provide all Bargaining Unit 18 employees with

training on the transmission and control of infectious diseases. To that end, all Bargaining Unit 18 employees shall be provided training in standard precautions. This training may include the following:

- (1) Identification of infectious disease(s) that are specific to the environment in which the employee works; and
- (2) General information regarding these diseases including, but not limited to the following: (a) how the disease is transmitted; (b) symptoms; (c) courses of treatment; and (d) methods and procedures that should be followed to prevent contracting the disease.
- (3) The Department of Corrections shall offer Bargaining Unit 18 members the same training in infectious disease control and transmission that is offered to other medical and custody staff provided that the subject matter of the training is directly related to the employee's required scope of practice and work assignment.

### **10.3 Nursing Stations**

The State agrees that there will be no new open nursing stations established (via remodeling) unless CAPT is notified of the intent and given an opportunity to meet and confer on impact prior to the remodeling.

### **10.4 Alarm Systems**

Recognizing the importance of employee safety, the Departments of Mental Health and Developmental Services agree to continue to propose and support a proposal in the State budget for funding of personal alarm systems. The Health and Safety Committee at each facility may review procedures outlining installation, start-up and operation.

### **10.5 Limited Duty**

- a. As part of a return to work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.
- b. Limited duty assignments will be administered in accordance with all the following criteria:
  - (1) When the need is substantiated by a physician.
  - (2) When the assignment is in accordance with a physician's recommended instruction.
  - (3) When the facility determines that the assignment provides needed services.
  - (4) When the employee can satisfactorily perform the work.
  - (5) When there is a prognosis for improvement of the illness or injury.
  - (6) Employee safety shall be a prime consideration prior to assigning limited duty staff to a unit to meet minimum staffing requirements.
- c. The duration of a limited duty assignment shall be no more than 45 calendar days. At the facility's discretion, a limited duty assignment may be extended beyond the 45 days.

- d. In cases where the employer questions the prognosis or limitations placed on the employee by the employee's physician, the employer reserves the right to have the employee examined by a physician selected by the employer, prior to granting a limited duty assignment.
- e. The employer shall seek alternative assignments and/or retraining of employees with work related injuries whose prognosis for return to the original assignment is poor.
- f. A denial of a limited duty request shall be appealed to the Executive Director, Warden or designee within three (3) working days after notification of the denial. The Executive Director, Warden or designee shall respond to the appeal of the denial within three (3) working days.

### **10.6 Management of Assaultive Behavior**

- a. In other than the Department of Corrections, MAB training shall be mandatory during new employee orientation and shall be provided the employee prior to Program assignment.
- b. The State shall provide all employees with an annual opportunity to attend MAB training. All employees will be required to attend MAB training at a minimum every two (2) years.
- c. MAB training may be an agenda item on the State Labor-Management Committee.
- d. When authorized, employees shall be compensated for attending MAB training.
- e. MAB shall be mandatory within six (6) months of assuming employment.
- f. Representatives of CAPT may meet with DDS and/or DMH management for the purpose of discussing the need to form a statewide MAB Committee.
- g. Consistent with Section 11.2, the Department of Corrections and CAPT will meet to address issues relating to self defense and MAB training.

### **10.7 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 or drug abuse or stress-related problems such as marital, family, emotional, financial, medical, legal or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or a stress-related problem so as to retain or recover his/her 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 sick leave, compensating time

off credits and vacation leave 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 sick leave, vacation and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of Employee Assistance Program Coordinators at each facility shall be furnished to CAPT 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. Upon CAPT request, the Department of Developmental Services will meet to discuss CAPT's concerns with the Department's EAP Program and discuss the desirability of alternative EAP Program(s).

### **10.8 Emergency Care**

- 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.
- b. Employees may submit, in writing, their choice of personal physician to utilize in the event of an injury on the job.
- c. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or a medical facility shall suffer no loss of compensation for time spent.
- d. If the treating physician advises an injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

### **10.9 Substance Abuse**

In implementing the State's policy on substance abuse testing, the State and CAPT agree to the following:

- a. The State will notify CAPT of the laboratories selected to perform the testing under the policy and will meet upon request to review the procedures, chain of custody and testing standards performed by the laboratory(ies).
- b. The State agrees to utilize cut-off levels established by the National Institute for Drug Abuse (NIDA), where NIDA has established such standards. The State will meet and confer with CAPT over the impact if other than NIDA standards are established, or if the State wishes to establish standards more stringent than NIDA. The State will discuss with CAPT the cut-off levels for substances where NIDA has not established standards.
- c. The State agrees to continue Employee Assistance Programs and ensure that counseling for substance abuse is available through these programs.

- d. Upon request, the State and CAPT will meet for a post-implementation review of the substance abuse policy. Such a meeting will be held at mutually agreed upon date at least six months after the implementation of the policy.
- e. The State agrees to train appropriate supervisors on the administration of its proposed substance abuse policy, including those factors that constitute "reasonable suspicion." The State will provide CAPT with a copy of the training material and consider any CAPT comments that may improve the training.
- f. Alleged procedural violations of the State's substance abuse policy may be subject to a complaint; except that if formal adverse action results from a positive test, alleged procedural defects in administering the substance abuse test that led to the adverse action may be raised by CAPT or the employee in any Skelly proceeding or SPB appeal of the adverse action. This means that DPA Rules 599.960 through 599.966 are not subject to the grievance and arbitration procedure of the Contract.

### **10.10 Staff Safety -- DMH**

The State agrees to pursue legislation in the 1999-2000 Legislative Session to elevate the penalty for patient assaults against staff, patients and others in any secured facility operated by Department of Mental Health.

## **ARTICLE 11 COMMITTEES**

### **11.1 Joint Apprenticeship**

- a. It is the policy of the State employer to support the establishment and continuation of apprenticeship programs for the training of Psychiatric Technicians where deemed appropriate. CAPT and the State agree that those facilities where a Psychiatric Technician Joint Apprenticeship Training Program is established, a Joint Apprenticeship Committee shall be established. CAPT and the State agree that such apprenticeship programs shall be administered in accordance with the following provisions:
  - (1) The State retains the right to hire, evaluate and discipline employees participating in the apprenticeship program.
  - (2) The committees shall consist of three (3) representatives selected by CAPT and three (3) representatives selected by the State.
  - (3) The Joint Apprenticeship Committee shall act in an advisory capacity to the facility in the administration of the apprenticeship program in accordance with guidelines of the Department of Industrial Relations. Recommendations of the Joint Apprenticeship Committee shall be considered.
  - (4) Apprenticeship Committees shall meet no less than once every three (3) months.

- (5) CAPT representatives who have been selected by the Association as Joint Apprenticeship Committee members shall serve with no loss of compensation for committee meetings and performance of facility-authorized special assignments.
- b. The State reserves the right to cancel an apprenticeship program when such action is deemed to be in the best interest of the State. The State agrees to give CAPT thirty (30) days notice before canceling an apprenticeship program.

## **11.2 Labor-Management**

- a. To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor-management committee shall be established. The committee shall consist of four (4) designees of the Association and four (4) designees of the State. The committee will meet on a quarterly basis with the Association providing a proposed agenda at least three (3) weeks prior to the agreed upon meeting date. Employees shall suffer no loss of compensation as a result of participation in the labor-management committee meetings. Each party shall be responsible for the expenses of their participants.
- b. The subjects discussed at the labor-management meeting must relate generally to this Agreement or items discussed in negotiations, but the discussions shall not be for the purpose of discussing pending grievances, subject matter discussed at other agreed upon contractual committee(s), or for collective bargaining on any subject.
- c. For facility issues, a subcommittee of the labor-management committee may be convened at each worksite identified by CAPT. For purposes of the subcommittee, in lieu of the statewide CAPT designees, CAPT may appoint two (2) facility representatives to participate. These issues may include, but not be limited to, timely payment of wages and benefits, payroll errors and overtime payment.

## **11.3 Work and Family Programs**

- a. The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave and a variety of other programs.
- b. The State agrees to establish a Labor-Management Work and Family Advisory Committee (hereinafter "WFAC") to address such topics as childcare, children's health, elder care and family leave.
- c. CAPT may designate one (1) State employee member who may attend WFAC meetings without loss of compensation. The union recognizes that membership on the WFAC may also include any or all other unions representing bargaining State employees, and an equal number of management representatives. The WFAC shall have co-chairpersons, one representing labor and one representing management.
- d. The WFAC shall meet regularly and issue a report by June 1, 2000 with recommendations to the Department of Personnel Administration regarding work and



family programs.

- e. Contingent upon passage of enabling legislation referenced in subsection f. below, the State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate \$5,000,000 to fund the Work and Family Fund which shall be administered by the Department of Personnel Administration. The amounts expended annually from the Work and Family Fund shall be determined by the Department and the Labor-Management Work and Family Committee.
- f. The union agrees to support legislation that would establish and maintain the Work and Family Fund.

## **ARTICLE 12 REPRESENTATION AND ASSOCIATION PROVISIONS**

### **12.1 CAPT Representation**

- a. The State recognizes and agrees to deal with designated CAPT stewards, CAPT elected representatives or CAPT consultants 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;
  - (4) Matters scheduled for hearing by the Board of Control;
  - (5) Matters pending before the State Personnel Board;
  - (6) AWOLs and appeals to set aside resignations.
- b. The steward's areas of responsibility shall be within the facility at which he/she is employed.
- c. The State President of CAPT shall provide the State with a written list of authorized stewards broken down by department, facility, program or other areas of responsibility.  
  
CAPT shall notify the State promptly of any changes of such stewards or of their area of responsibility.
- d. CAPT stewards shall be recognized by the State upon receipt of such lists or changes thereto.
- e. With prior notification and approval by the steward's immediate supervisor or designee, the steward shall be allowed reasonable time off for the purpose of representing employees in Unit 18 during working hours without loss of compensation. Such approval shall not be unreasonably denied.
- f. Upon the request of a grievant or appellant, an authorized CAPT Steward may investigate, file and process a grievance or represent a Unit 18 employee at a State Personnel Board adverse action hearing provided the grievant or appellant works within the steward's assigned area of responsibility.

- g. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPT Representative on representational matters at the worksite in accordance with Section 12.2 (Access) during work hours, subject to approval of the employee's supervisor. Approval shall not be unreasonably denied.

## **12.2 Access**

CAPT Staff Representatives, State Officers, Chapter Officers and Stewards shall have access to employees for purposes of representation according to the following:

- a. CAPT Staff and State Officers seeking access to employees shall identify themselves to the facility Labor Relations Coordinator who will make the necessary arrangements for access to employees.
- b. Chapter Officers and Stewards shall have access to employees in the area of responsibility they have been assigned by CAPT. They shall notify the Program Director or designee and must receive his/her approval prior to entering the program. Where employees work in other than client programs, CAPT shall notify the department head or designee, and must receive his/her approval prior to entering the work area. The CAPT State President shall have the same access to employees as Chapter Officers and Stewards for representation purposes, in accordance with paragraph a. above.
  - (1) Meetings, conferences or investigations may be held in resident care or treatment areas only with the approval of the Program Director or designee. Otherwise, all meetings, conferences or investigations shall be held in unit breakrooms or other appropriate non-work areas.
  - (2) Chapter Officers, Stewards and the CAPT State President shall have the right to access through work areas for purposes of posting literature in unit breakrooms in conformance with Section 12.3.
- c. Access may be deferred for reasons related to client care, privacy, safety, security or other necessary business reasons. Access shall not be unreasonably denied.

## **12.3 Distribution of Literature**

- a. CAPT representatives may, during non-work hours, distribute CAPT literature in non-work areas. CAPT agrees that any literature distributed will not be libelous, obscene, defamatory, of a partisan political nature or inconsistent with the promotion of harmonious labor relations between the State and CAPT. CAPT will provide the facility Labor Relations Coordinator with a courtesy copy of the literature.
- b. Distribution of literature shall not interfere with the safety of clients, staff or the public.
- c. The right to distribute literature shall not be unreasonably denied.

## **12.4 Use of State Facilities**

a. Meeting Rooms

The State will permit use of certain facilities for CAPT meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made no less than forty-eight (48) hours in advance to the facility Labor Relations Coordinator or designee. The facility Labor Relations Coordinator or designee shall approve or deny said request within twenty-four (24) hours of receipt of request. Such approval shall not be unreasonably denied. CAPT shall maintain such facilities in reasonable order and is expected to provide necessary janitorial services so that the facility is returned to a condition similar to that in which it was found.

b. Employee Organization Rooms

Those facilities which currently provide employee organization rooms shall continue to do so. Use of such rooms shall be in compliance with applicable laws, facility rules and regulations. Any facility which does not currently provide an employee organization room shall make every effort to do so.

c. At the discretion of the department

- (1) In lieu of using the employee organization room, CAPT may rent office space from a facility or have a portable office set up on grounds if space is available. All cost associated with the portable office will be borne by CAPT and subject to compliance with applicable laws, facility rules and regulations.
- (2) CAPT, at its own expense, may have a phone installed in an employee organization room.
- (3) This item is neither grievable nor arbitrable.

## **12.5 Bulletin Boards**

CAPT shall have designated CAPT bulletin board space in each unit break room to post materials relative to CAPT representation. Any materials posted must be dated and initialed by the CAPT representative responsible for the posting. A copy of each posted item must be distributed to the facility's Labor Relations Coordinator or designee at the time of posting. CAPT agrees that nothing of a libelous, obscene defamatory or partisan political nature or inconsistent with the promotion of harmonious labor relations between the State and CAPT shall be posted. CAPT may exercise an option to purchase its own bulletin boards and have them installed at CAPT expense in the designated location. Management reserves the right to determine the appropriate size and location should space be available.

## **12.6 Orientation**

- a. Upon initial appointment to a represented Unit 18 position, the employee shall be informed by the employer that CAPT is the recognized employee organization for that classification. The State shall present the employee with a packet of CAPT information, agreed to by both the State and CAPT which has been supplied by CAPT.

- b. CAPT may make a presentation up to 15 minutes to Bargaining Unit 18 employees at a facility orientation meeting for new employees. The time of the presentation may be extended beyond the 15 minutes by agreement of the facility training officer.

The presentation shall be at a time mutually agreed upon by a CAPT representative and the facilities' training officer on a date designated by the facility. CAPT's request for a presentation will not be unreasonably denied. The presentation shall be on State time. At the orientation, CAPT may provide the following information to the employees present.

- (1) A copy of the current CAPT-State contract.
- (2) A document showing the CAPT office address and telephone number and the names and locations of CAPT officers and stewards.
- (3) Membership application and recruitment materials.
- (4) Other appropriate, responsible literature.

## **12.7 Conferences and Schools**

- a. The State shall provide a combined total of 475 days per year of unpaid leaves of absence for purposes of attending CAPT conferences, conventions, schools or job steward training.
- b. When the Association determines that employees are required to attend an Association conference, convention, school or job steward training session, the State President shall submit the requests to the appropriate departmental Labor Relations Officer in writing. Such requests shall be submitted at least fourteen (14) days in advance and shall include the name or names of the employees to be released, the type of leave, the work location and the beginning and ending dates for the leave.
- c. Requests for leave under this Section shall not be unreasonably denied.

## **12.8 Association Leave Without Pay**

- a. Upon written request from the Association, submitted at least thirty (30) days in advance, the State shall grant an unpaid leave of absence for a period not to exceed one (1) year to an employee with permanent civil service status to accept a position with CAPT. The maximum number of employees who may be granted a leave under this Section shall not exceed one (1) per facility, in addition to the statewide President. Requests for leave and/or extensions will not be unreasonably denied by the State.
- b. Employees granted a leave under this Section shall be released pursuant to the provisions contained in Subsection c. below.
- c. Upon return from a leave authorized under this Section, the employee shall have the right of return to the same facility in the same class which he/she was employed prior to the leave, provided that a vacant position is available.

## **12.9 Release from Duty (State Officers)**

- a. Upon written request of CAPT, the CAPT State President, State Vice President and/or State Secretary-Treasurer shall be placed on leave of absence with pay or leave of absence without pay at the officer's choice. Leave of absence with pay shall be granted in accordance with this Section. Leaves of absence without pay shall be granted for the duration of the officer's term.
- b. The Association shall provide the appropriate departmental Labor Relations Officer with the name of the officer to be placed on leave of absence, his or her work location, type of leave and the beginning and end dates for the leave. The department shall place the designated officer on leave as soon as possible, but in no case later than thirty (30) days to the request.
- c. The employee placed on paid leave of absence under this Section, and CAPT, shall waive any and all claims against the State for Workers' Compensation benefits.
- d. For the officer who is placed on leave of absence with pay, CAPT shall reimburse the State at a rate of 130 percent of that officer's salary. The State shall develop a system to bill CAPT for the amount specified above.

#### **12.10 Release from Duty/Reduced Work Time, CAPT Chapter Officers**

- a. Each CAPT Chapter shall be allowed a paid leave of absence for a total amount of hours not to exceed forty (40) hours per week. This leave entitlement may be used for no more than one full-time or two half-time leaves for two (2) CAPT Chapter Officers or chief steward for the purpose of working full time or part time for the Association. The facility may exercise the option to assign the two half-time employees to a job-share position. The leave of absence shall be granted for the duration of the officer's term.
- b. For CAPT Chapter Officers or Chief Stewards who are placed on leave of absence with pay, CAPT shall reimburse the State at a rate of 130% of that officer's salary. The State shall develop a system to bill CAPT for the amount specified.
- c. The Association shall provide the appropriate departmental Labor Relations Officer with the name of the officer to be placed on leave of absence, his or her work location, the type of leave, and the beginning and ending dates for the leave. The department shall place the designated officer on leave as soon as possible, but in no case later than thirty (30) days after the request.
- d. The employee placed on paid leave of absence under this Section, and CAPT, shall waive any and all claims against the State for Workers' Compensation benefits, Industrial Disability Leave benefits or Non-Industrial Disability Leave benefits.
- e. The State may reassign employees in order to facilitate this release.
- f. With thirty (30) days' prior notice in writing, a CAPT Chapter Officer on a reduced time base or full leave of absence shall be permitted to return to full-time status. The employer will endeavor to assign the employee to the same program, unit and shift held prior to the reduction in time base, as long as the assignment does not displace another employee or otherwise conflict with the operational needs of the State. This paragraph

shall not be interpreted as otherwise limiting the State to make necessary job assignments, consistent with this Agreement.

- g. Because of staffing shortage and other defined emergencies, the State may require a CAPT Chapter Officer to return to full-time status upon thirty (30) days notice.
- h. The State may make adjustments in the employee's reduced work schedule in order to meet legitimate business needs of the State.
- i. CAPT Chapter Officers shall make every effort to schedule representational activities during their non-work hours.

### **12.11 Fair Share Fees and Dues Deductions**

Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and CAPT, the State agrees to deduct and transmit to CAPT all membership dues authorized on a form provided by CAPT. The State agrees to deduct and transmit to CAPT Fair Share Fees from State employees in Unit 18 who do not become members of CAPT and do not exercise the exemption provisions of this Section. The State and CAPT agree that a system of authorized dues and Fair Share Fee deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7 and 3515.8, subject to the following provisions:

- a. CAPT deductions shall remain in full force and effect during the life of this Agreement, provided, however, that any non-member of CAPT shall be afforded an opportunity to withdraw from paying a Fair Share Fee.
- b. CAPT shall provide each non-member a notice by mail that Fair Share Fees shall be deducted on a prospective basis unless the non-member submits to CAPT a signed withdrawal letter requesting exemption from fees. The withdrawal letter must be by "certified mail, return receipt requested" and postmarked no later than sixty (60) calendar days from the date the CAPT Fair Share Fee notice was mailed.
- c. CAPT shall not direct the State Controller to deduct any Fair Share Fees from salary warrants of non-members until the above 60-day period has expired and the employ has not requested exemption from fees.
- d. Any non-member exempted from fees by operation of Subsections a., b. and c. above and who subsequently becomes a CAPT member shall thereafter fall under the provisions of Subsection e below.
- e. Employees who voluntarily are or who voluntarily become members of CAPT shall remain members of CAPT in good standing for the length of the Agreement. However, this provision shall not apply to any employee who within 30 days prior to the expiration of the Agreement withdraws from CAPT by sending CAPT a signed withdrawal letter and a copy to the State Controller's Office.
- f. The dues and fees shall be deducted from regular pay warrants at least monthly, subject to administrative regulations, policies, practices and service fees of the State Controller's

Office.

- g. Warrants shall be made payable to the California Association of Psychiatric Technicians and shall be accompanied by a list of employees for whom dues and fees are deducted.
- h. The amount of dues and fees deducted from Unit 18 employees' pay warrants shall be set by CAPT and changed by the State upon written request of CAPT. Such changes shall commence within forty-five (45) days of written notice.
- i. No dues and fees deductions for any employee of this bargaining unit shall be made and transmitted for any employee organization other than the exclusive representative.
- j. The State and CAPT agree that if a Fair Share Fee rescission election is conducted pursuant to Government Code Section 3515.7(d), a majority of those votes cast, rather than the majority of the members of the unit, shall determine whether the fair share deductions shall continue. In the event the Fair Share Fees are rescinded, written authorization for CAPT dues deduction shall remain in full force and effect to and including June 30, 1995; provided, however, that any employee may withdraw from CAPT by sending a signed withdrawal letter to CAPT with a copy to the State Controller within 30 calendar days prior to expiration of the Agreement between the State and CAPT.
- k. Any time during the duration of this agreement, CAPT may institute complete fair share in the bargaining unit upon notification to the employer. Such fair share shall become effective sixty (60) days after "Hudson" notices have been provided to Unit 18 employees.
- l. CAPT agrees to indemnify, defend and hold the State and its agents harmless against claims of any nature made against the State that arise from this provision and deductions arising therefrom.
- m. No provision of this article nor any disputes arising thereunder, shall be subject to the grievance and arbitration procedure contained in this Agreement.

#### **12.12 Home Addresses**

- a. Consistent with the PERB regulation, the State shall provide to CAPT, at its request but not to exceed once a month, the home addresses of all employees covered by this Agreement as soon as is administratively feasible.
- b. Any employee may have his/her home address withheld from CAPT at any time by making a written request to the State Controller's Office. In order to comply with the employee's wishes, the Association shall always utilize the latest list to be provided by the State Controller's Office and destroy any previous lists.
- c. CAPT shall inform each employee covered by this Agreement, who is not a member of CAPT, of his/her rights to have his/her address withheld from CAPT. Such notification shall be sent to each employee's home address once every 12 months. CAPT shall provide a copy of such notification to the Department of Personnel Administration prior to

mailing to State employees.

- d. CAPT agrees that any literature mailed to employees will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service that is not a part of a CAPT endorsed benefit program.
- e. CAPT shall take all reasonable steps to ensure the security of the home addresses and shall not disclose or otherwise make available the home addresses to any organization other than CAPT or person other than a CAPT official.
- f. CAPT agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any lawsuit instituted against the State arising from this Section.
- g. CAPT agrees to pay the necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home address tape file.

### **12.13 Use of State Equipment**

- a. Except as provided by this Contract, no employee shall be permitted use of any State machine, equipment or communication system, including but not limited to computer, photocopier, e-mail, voice mail or fax machine, for CAPT organizing or other CAPT purposes.
- b. An employee may be permitted reasonable use of State telephones or e-mail for representation activities. This means an employee may be permitted to contact the local CAPT representative to seek representation or set an appointment regarding filing a grievance or complaint (as defined in Article 13) or matters listed in Section 12.1.
- c. Use of State telephones or e-mail for representation purposes shall not:
  - (1) Incur additional charges to the State;
  - (2) Interfere with the operations of the State;
  - (3) Contain language that is libelous, obscene, defamatory or of a partisan political nature.
- d. Any use of State time for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor in accordance with Section 12.1 (g) of this agreement.
- e. E-mail messages are not considered private or secure information and are subject to being monitored by the department.

## **ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE**

### **13.1 Grievance Procedure**



### Purpose

- a. This grievance procedure shall be used to process and resolve grievances arising from this agreement.
- b. The purpose of the grievance procedure is to:
  - (1) Facilitate the resolution of grievances informally at the lowest level possible.
  - (2) Provide an orderly procedure for reviewing and resolving grievances promptly.

### Definitions

- a. A grievance is a dispute between CAPT and the State or between one (1) or more employees and the State involving:
  - (1) The interpretation, application or enforcement of the express terms of this Agreement, or
  - (2) Written rules and regulations specifically implementing the enumerated Government Code sections in Section 1.7, Supersession.
- b. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head who assigns, reviews and directs the work of an employee. An immediate supervisor shall not be a Unit 18 rank-and-file employee.
- c. As used in this procedure, the term "party" means CAPT, an employee or the State.
- d. A "CAPT Representative" means an employee designated as a steward or chief steward, an officer of the Association or a CAPT Staff Representative.
- e. A day is defined as a calendar day.

### 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. With the mutual consent of the parties, the time limits for any step may be extended but only DPA may waive the State's right to assert a grievance is untimely at any grievance step.

### Waiver of Steps

- a. The parties may mutually agree to waive any step of the grievance procedure.
- b. Grievances on AWOL separations shall be filed at the Executive Director's level of the grievance procedure.

## Employee Rights

Employees have the right to file grievances on their own behalf and may process their grievances without Association representation.

## Response

- a. 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.
- b. If an employee files a grievance without CAPT representation, the State shall provide a copy of that grievance to CAPT and shall also provide a copy of the State's response to that grievance at each step of the grievance procedure.

## Informal Discussion

An employee grievance initially shall be discussed with the employee's immediate supervisor within fourteen (14) days of the occurrence of the event of circumstances occasioning the grievance, or within fourteen (14) days of the date the employee could reasonably be expected to have knowledge of the event. Within seven (7) days, the immediate supervisor shall give his/her decisions or response.

## Formal Grievance - Step 1- - Executive Director or Designee

- a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than seven (7) days after the supervisor's response.
- b. A formal grievance may be initiated and shall be in writing on a form provided by the State and shall be filed with the Facility Labor Relations Coordinator or designee, and
  - (1) It must be signed.
  - (2) It should be specific.
  - (3) It should contain a synopsis of the facts giving rise to the alleged violation.
  - (4) It must cite the specific Article and Section of this contract alleged to have been violated.
  - (5) It must contain the date of the alleged violation if applicable or known.
  - (6) It must state the relief or remedy requested.
- c. Within twenty-one (21) days after receipt of the formal grievance, the Executive Director, Warden or designee shall respond in writing to the grievance. 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.
- d. Meetings
  - (1) A meeting with the Executive Director, Warden or designee shall be held on request of either party.

- (2) It is the intent of both parties that this meeting (if any) shall be held within the twenty-one (21) day response time.
- (3) The grievant or CAPT Representative or both may attend such meetings without loss of compensation.

#### Formal Grievance - Step 2 -- Department Director or Designee

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) days to the Department Director or designee.
- b. Within twenty-one (21) days after receipt of the appealed grievance, the Department Director or designee shall respond in writing to the grievant.
- c. At CAPT's request, and with mutual agreement, a meeting at the work location shall be held for the purpose of discussing the grievance. Time limits applying to grievances shall be extended so that the parties can discuss more than one grievance, if necessary. Within 21 days after the meeting, the Department shall respond in writing to the grievance. The grievant or CAPT representative, or both, may attend such meetings without loss of compensation.

#### Formal Grievance - Step 3 -- Department of Personnel Administration

- a. Except as provided in Section 13.4, if the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within twenty-one (21) days to the Director of the Department of Personnel Administration or designee.
- b. Within twenty-one (21) days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievant and this shall be the final level of review.

#### Formal Grievance - Step 4 -- Arbitration

- a. If the grievance is not resolved at Step 3, CAPT, within forty (40) days after receipt of the Step 3 response, shall have the right to continue the grievance to arbitration.
- b. Within seven (7) days after notice requesting arbitration has been served on the State, the parties shall meet to select an impartial arbitrator and attempt to frame the issues. If no agreement is reached at this meeting, the parties shall jointly request the American Arbitration Association to submit to both parties a panel of seven (7) arbitrators from which the parties shall alternately strike names until one (1) name remains and this person shall be the 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. Arbitrators may, upon mutual request of the parties, issue their decision, opinion or

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

- e. The arbitrator shall not have the power to add to, subtract from or modify this Agreement. Only disputes and grievances, as defined by this Article, shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

## **13.2 Complaint Procedure**

- a. A complaint is a dispute of one (1) or more employees or a dispute between CAPT and the State involving the application or interpretation of a rule, policy, decision or order not covered by this Agreement and not under the jurisdiction of the State Personnel Board.
- b. Complaints shall be filed on a form provided by the State.
- c. Complaints shall be discussed with the complainant's immediate supervisor within fourteen (14) calendar days of the event or occurrence giving rise to the complaint.
- d. If the complainant is not satisfied with the response of the immediate supervisor, he/she may file a written complaint with the Program Director within seven (7) calendar days of the discussion with the immediate supervisor. The Program Director shall respond in writing within fourteen (14) calendar days.
- e. If the complainant is not satisfied with the response of the Program Director, he/she may within fourteen (14) calendar days appeal the decision to the Executive Director, Warden or designee. The Executive Director, Warden or designee shall respond in writing within fourteen (14) calendar days.
- f. If the complainant is not satisfied with the response of the Executive Director, Warden or designee, he/she may appeal within twenty-one (21) calendar days to the Department Director or designee. The Department Director or designee shall respond in writing within twenty-one (21) calendar days.
- g. Complaints shall be processed only to the Department Director or designee which is the final level of review.
- h. Meetings to discuss the complaint may be held at any level of the procedure with concurrence of the parties.
- i. Complainants shall be allowed a reasonable amount of time without loss of pay or benefits to confer with a CAPT Representative regarding their complaint.
- j. CAPT Representatives shall be provided a reasonable amount of time without loss of pay or benefits for purposes of preparing and presenting complaints.

## **13.3 Individual Agreement**

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 CAPT concurrence.

### **13.4 Expedited Arbitration**

Effective January 1, 2000, a grievance alleging a violation of Section 4.4 (MSA), Article 5 (Hours of Work and Overtime), Article 6 (Leaves and Holidays) or Article 9 (Working Conditions) of this agreement shall be subject to expedited arbitration if the matter is not resolved at another step of the grievance procedure and CAPT appeals the grievance to arbitration.

#### **1. Request**

The expedited arbitration shall be requested by CAPT by sending a letter to the Department of Personnel Administration with a copy to the Labor Relations Branch of the affected department within thirty calendar days of the second level decision. All documents from the second level response (the grievance documents sent to second level and second level response with any attachments as returned to the grievant or his/her representative) will be forwarded to the arbitrator. No new documents may be added once the second level response has been finalized.

#### **2. Scheduling**

- a. The expedited arbitration shall be conducted at the local worksite or other mutually agreed upon locations.
- b. The arbitrator may be selected either by mutual agreement or in accordance with Subsection (b) d, Section 13.1 (Formal Grievance - Step 4 - Arbitration).
- c. The expedited arbitration will be held at least quarterly as necessary or when no less than five (5) grievances against a department are pending review pursuant to this section. The arbitrator shall review and decide multiple grievances at one time. It is the intent to hear 4 to 5 cases per day; however, less may be scheduled when there are fewer cases pending scheduling.
- d. The department's Labor Relations Branch (LRB) is responsible for scheduling all expedited arbitration hearings. The hearing date shall be scheduled within thirty (30) calendar days from the day DPA receives CAPT's notice of intent to arbitrate a grievance. This time may be extended by mutual consent of the parties but in no case shall the extension exceed sixty (60) days from the date of CAPT's original notice to arbitrate.
- e. The LRB is responsible for notifying CAPT of the dates and times for the hearings.
- f. CAPT is responsible for notifying the appropriate local union members of scheduled hearing dates.
- g. The LRB is responsible for the mailing of all documents from the second level response to the arbitrator and CAPT.

- h. If a grievance falls in the last fifteen (15) days of the quarter, or the expedited arbitration is not requested until the last fifteen (15) days of the quarter, it may be scheduled for hearing the next quarter.

3. Hearings

- a. Only the grievant and one CAPT representative (local job steward, CAPT chapter president or a CAPT consultant) and no more than two management representatives may appear before the arbitrator to make oral presentations. The CAPT representative and the grievant(s) will attend the arbitration proceeding without loss of compensation. In addition, CAPT shall be allowed one of the above as an observer at the arbitration hearing at no cost to the State.
- b. The arbitrator shall determine how presentations are conducted (length of time, etc.) based on the number of cases to be heard with the intent to complete all scheduled cases in one day.
- c. The arbitrator will issue a bench decision on each grievance. If circumstance makes a bench decision not feasible, the parties by mutual consent may request a written decision from the arbitrator. The decision of the arbitrator is final and binding and shall have no precedential value.
- d. The arbitrator shall not have the power to add to, subtract from, or modify this agreement. Only grievances as defined in Section 13.1 (Definitions) shall be subject to arbitration.
- e. The cost of arbitration shall be borne by the loser of each case. Should there be a dispute as to who lost the case, the arbitrator shall have the authority to apportion costs.
- f. Within fourteen 14 calendar days, departments will provide CAPT the results of the hearings, which will include the case number and a brief summary of the Arbitrator's decision. If there is any disagreement between the parties regarding the interpretation of the arbitrator's decision contained in the department's summary, the dissident party may request a written ruling from the arbitrator. Any cost associated with this request shall be borne equally between the parties.
- g. If the grievant or the appointing authority waives appearance, the arbitrator shall decide only on the written record and upon the oral presentation of the party who makes an appearance.

4. Location of Hearing

Institutions and facilities within the departments scheduling cases will be considered for hearing locations. However, the decision will be dependent upon the number and location of available cases to be heard.

## **ARTICLE 14 ENTIRE AGREEMENT AND DURATION**

### **14.1 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 agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded. It is agreed and understood that each party to this Agreement voluntarily waives its right to further negotiate with respect to any matter raised in negotiations or covered in this Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Item (b) of this Section.

- b. The parties agree that the provisions of this paragraph shall apply only to matters which were not raised in negotiations and 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 working conditions which are within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAPT of the proposed change and meet and confer pursuant to the following paragraph prior to the implementation of the change, except in cases of emergency as provided in Government Code Section 3516.5.

The parties shall meet and confer regarding the impact such working condition changes would have on the employees in Unit 18 when all three of the following exist:

- (1) Where such change would significantly affect the working conditions of a large number of employees in Unit 18. The phrase "large number" shall mean:
- (a) A majority of the employees in a State facility; or
  - (b) A majority of the employees in a Unit 18 classification such as Psychiatric Technician or Senior Psychiatric Technician.

Notwithstanding the above, impact negotiations under the terms of this provision will be conducted on:

- (a) A closure of an entire program within a State facility;
  - (b) A closure of a living unit or residence that will not be accomplished utilizing the provisions of this Agreement;
  - (c) A change in day off cycles for all Unit 18 employees in a program.
- (2) Where the subject matter of the change is subject to negotiations pursuant to the Ralph C. Dills Act.

- (3) Where CAPT 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 working condition change is subject to this Section, such disagreement may be submitted to the grievance procedure for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

## **14.2 Duration**

- a. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including July 2, 2001.
- b. The Union reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.



## APPENDIX A -- UNIT 18 SALARIES

<u>Schem Code</u>	<u>Class Title</u>	<u>Class Code</u>	<u>7/1/99</u>		<u>9/1/2000 Increase</u>	
			<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
TL92	Child Care Practitioner	8243	2904	3529	3020	3670
TL96	Developmental Specialist	8247	2904	3529	3020	3670
TL65	Pre-Licensed Psychiatric Technician	8233	2262	2486	2352	2585
TL66	Pre-Licensed Psychiatric Technician (Safety)	8254	2262	2486	2352	2585
TL60	Psychiatric Technician	8232				
	Range A		2516	3027	2617	3148
	Range B		2618	3160	2723	3286
	Range C		2723	3308	2832	3440
TL61	Psychiatric Technician (Safety)	5253				
	Range A		2516	3027	2617	3148
	Range B		2618	3160	2723	3286
	Range C		2723	3308	2832	3440
TL72	Psychiatric Technician Apprentice	8229				
	Range A		1813	1983	1886	2062
	Range B		1872	2043	1947	2125
	Range C		1941	2123	2019	2208
	Range D		2016	2205	2097	2293
	Range E		2093	2296	2177	2388
TL55	Psychiatric Technician Assistant	7425	2035	2381	2116	2476
TI54	Psychiatric Technician Instructor	8226	3833	4656	3986	4842
TL76	Psychiatric Technician Student	8242	1920	2102	1997	2186
TL70	Psychiatric Technician Trainee	8235	1979	2164	2058	2251
TL74	Psychiatric Technician Trainee Candidate	8237	1813	1983	1886	2062
TL50	Senior Psychiatric Technician	8231				
	Range A		2820	3426	2933	3563
	Range B		2950	3584	3068	3727
	Range C		3091	3756	3215	3906
TL51	Senior Psychiatric Technician (Safety)	8252				
	Range A		2820	3426	2933	3562
	Range B		2950	3584	3068	3727
	Range C		3091	3756	3215	3906

## APPENDIX B RECRUITMENT AND RETENTION DIFFERENTIALS

### Department of Corrections

<u>Location</u>	<u>\$2400 Per Year</u>
Avenal	All BU 18 Classifications
Ironwood	All BU 18 Classifications
Calipatria	All BU 18 Classifications
Chuckawalla Valley	All BU 18 Classifications

### Department of Developmental Services

<u>Classification</u>	<u>Agnews DC</u>	<u>Sonoma DC</u>
Pre-Licensed Psychiatric Technician	\$500.00	
Psychiatric Technician - All Ranges	\$700.00	\$400.00
Psychiatric Technician Apprentice	\$500.00	
Psychiatric Technician Assistant	\$500.00	
Psychiatric Technician Instructor	\$500.00	
Psychiatric Technician Student	\$500.00	
Psychiatric Technician Trainee	\$500.00	
Psychiatric Technician Training Candidate	\$500.00	
Senior Psychiatric Technician - All Ranges	\$700.00	\$400.00

**APPENDIX C**  
**Government Codes incorporated into the**  
**Agreement pursuant to Supersession clause**  
**(Article I, Section 1.7)**

1. General

- 19824 Establishes monthly pay periods.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19998.1 Establishes the State Restrictions of Appointment (SROA).

2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual Merit Salary Adjustments (MSA's) 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 MSA's are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.

3. Holidays

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

4. Vacations

- 19858.1 Defines amount earned and methods of accrual by full-time employees.
- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Requires DPA to define the effect of 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.
- 19143 Requires DPA to establish rules regarding vacation credit when employees have a break in service over six months.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows DPA to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.
- 19862.1 Allows employees who enter civil service from an exempt position within six months to carry unused sick leave credits.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Provides sick leave accumulation for non-civil service employees.
- 19143 Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six months.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Paid Leaves of Absence

- 19991.3 Jury duty.
- 19991.7 Teachers' educational leave and earned credits subject to DPA rule.

7. Uniforms, Work Clothes and Safety Equipment

- 19850 Definitions.
- 19850.1 Provides for uniform allowances.

- 19850.3 Requires DPA 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 DPA 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 DPA to establish rules governing NDI.
10. Life Insurance
- 20750.11 Provides for employer contributions.
  - 21400 Establishes group term life insurance benefits.
  - 21404 Provides for Death Benefit from PERS.
  - 21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
11. Health Insurance
- 22825 Provides for employee and employer contribution.
  - 22825.1 Sets employer contribution.
12. Workweek
- 19851 Sets 40-hour workweek and 8-hour day.
  - 19843 Directs the DPA to establish and adjust workweek groups.
13. Overtime
- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
  - 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
  - 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
  - 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

14. Callback Time
- 19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.
15. Deferred Compensation
- 19993 Allows employees to deduct a portion of their salaries to participate in a deferred compensation plan.
16. Relocation Expenses
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
17. Travel Expenses
- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.
18. Unpaid Leaves of Absence
- 19991.1 Allows the appointing power to grant a one-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.
- 19991.3 Jury duty.
- 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.
19. Performance Reports
- 19992 Provides for establishment of performance standards by State agencies.
- 19992.1 Provides for a system of performance reports and allows DPA to enforce adherence to appropriate standards.
- 19992.2 Requires the appointing power to prepare performance reports and show

them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by DPA rule.

19992.4 Allows DPA to establish rules leading to reduction in class 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

19143 Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six months.

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.



19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

22. Incompatible Activities

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

23. Use of State Time

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

24. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

25. Voluntary Resignation

19996.1 Provides a procedure for appeals of voluntary resignations under certain circumstances subject to departmental rules.

19996.2 Establishes that absence without leave, voluntary or involuntary, for five (5) consecutive working days, is an automatic resignation from State service, as of the last date on which the employee worked.

## APPENDIX D SPONSORSHIP

### I. Calculation of rates of pay

Example 1: Position time base -- full time. (Actual hours work variable. Hours scheduled by employer in accordance with school schedule and operational needs.)

Position salary	\$1,200 (salary x 1)
Regular rate of pay	\$ 6.92 (\$1,200 divided by 173.33)
Overtime rate	\$10.38 (\$6.92 x 1.5)
Guaranteed weekly pay*	\$276.93 [(\$1200 x 12) divided by 52]

Example 2: Position time base –  $\frac{3}{4}$  time. (Actual hours worked variable. Hours scheduled by employer in accordance with school schedule and operational needs.)

Position salary	\$900 (\$1200 x .75)
Regular rate of pay	\$ 6.92 [\$900 divided by (173.33 x .75)]
Overtime rate	\$10.38 (\$6.92 x 1.5)
Guaranteed weekly pay*	\$207.69 [(\$900 x 12) divided by 52]

\*Paid bi-monthly depending on the job classification and payroll system.

### II. Overtime determination

Example 1: Full-time sponsorship with an anticipated 20 hour per week work schedule

- Instance A. Employee is scheduled and works 20 hours per week during pay period. Employee receives guaranteed monthly pay.
- Instance B. During one week, the employee works 20 regularly scheduled hours and an additional 8 hours due to operational needs. Employee receives guaranteed monthly pay. No additional compensation is warranted as 20 + 8 is less than 40.
- Instance C. During one week, the employee works 20 regularly scheduled hours and an additional 8 hours because of operational needs. During this same week, the employee also attended 17 hours of clinical lab time at the sponsoring facility. The employee receives the guaranteed monthly pay and an additional 5 hours of overtime pay. Overtime pay is required because 20 + 8 + 17 = 45 and the 5 hours over 40 are overtime hours.

Example 2: Three quarter ( $\frac{3}{4}$ ) time sponsorship with a 20 hour scheduled work week.

- Instance A. Employee is scheduled and works 20 hours per week during pay period. Employee receives the guaranteed monthly pay of a  $\frac{3}{4}$  time position.
- Instance B. During one week, the employee works 20 regularly scheduled hours and an additional 12 hours due to operational needs. Employee receives the guaranteed monthly pay and an additional 2 hours pay at the regular rate of pay. This additional 2 hours at the regular rate of pay is required because  $20 + 12 = 32$  which is less than 40 but 2 hours more than the 30 hours provided for in the  $\frac{3}{4}$  time agreement.
- Instance C. During one week, the employee works 20 regularly scheduled hours and an additional 12 hours because of operational need. During this same week, the employee also attended 17 hours of clinical lab time at the sponsoring facility. The employee receives the guaranteed monthly pay, an additional 10 hours at the regular rate of pay, and 9 hours of overtime pay. The additional compensation is required because  $20 + 12 + 17 = 49$  hours which is 10 hours more than the 30 required by the  $\frac{3}{4}$  time position and an additional 9 over 40 requiring overtime compensation.
- Instance D. During one week, the employee works 20 regularly scheduled hours and an additional 12 hours because of operational need. During this same week, the employee also attended 17 hours of clinical lab time at a training site other than the sponsoring facility. The employee receives the guaranteed monthly pay and an additional 2 hours at the regular rate of pay as in B above. This compensation is required because  $20 + 12 = 32$  which is 2 more hours than required by a  $\frac{3}{4}$  time position and clinical hours at sites other than the sponsoring facility are not included in the determination of when overtime is due.

## APPENDIX E SAMPLE CONTRACT

INDIVIDUAL EMPLOYEE CAREER TRAINING SPONSORSHIP AGREEMENT  
between  
DEVELOPMENTAL CENTER  
and  
(John E. Doe)

### PREAMBLE

#### SPONSORSHIP DEFINED:

It is an employment relationship with the appointing developmental center whereby a new hire or current employee (hereafter "trainee") is provided a career training opportunity to obtain licensure in the occupation of Psychiatric Technician via a guaranteed weekly salary paid bimonthly (or monthly depending on the job classification) sufficient to allow/motivate the trainee to work part-time and attend an educational institution through completion for licensure.

The terms of the sponsorship agreement are as follows:

1. John E. Doe (hereafter "trainee") and \_\_\_\_\_ Developmental Center agree to enter into a sponsorship employment relationship.
  - 1a. This sponsorship relationship may be reviewed, renewed, or amended periodically, i.e., annually, and each school semester, or each school year depending on progress in the Educational Institutional Program and all other merit / nonmerit employment requirements.
2. The trainee agrees to enroll in an educational institution, (Mission Valley Community College) leading to licensure in the occupation of \_\_\_\_\_.
  - 2a. The trainee shall maintain enrollment in the educational institution through completion of \_\_\_\_\_ training program during sponsorship.
3. \_\_\_\_\_ Developmental Center agrees to sponsor the training with a guaranteed weekly salary paid bimonthly and sufficient to allow and motivate the trainee to work part time and attend \_\_\_\_\_ training program.<sup>1</sup>
  - 3a. The guaranteed weekly salary is \_\_\_\_\_. It is paid bimonthly.
  - 3b. The regular rate of pay is \_\_\_\_\_ per hour for all actual hours worked up to 40 hours per week.
  - 3c. The overtime rate is calculated for all actual hours worked after 40 hours per week. The overtime rate is 1½ times the regular rate of pay (\$xx.00 = RRP x 1½).

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<sup>1</sup> Guaranteed weekly salary, regular rate of pay, and overtime rate is dependent on the time base of position the trainee is hired upon.

4. The trainee agrees to work part-time (16 to 24 hours per week dependent on school program) and attend the educational institution as agreed to above.
  - 4a. During the school training, the trainee is required to perform clinical/practice time, hereafter lab time, to apply classroom training in applicable clinical settings i.e., hospital, mental health clinics, and other related facilities.
  - 4b. Lab time is unpaid and not counted as actual hours worked for the purpose of overtime calculation and liability but is an extension of the school training curriculum.
  - 4c. The only exception to 4b. exists when the lab time is performed at the sponsoring DC, \_\_\_\_\_ Developmental Center.
    - 4c (1) Lab time performed at Developmental Center is unpaid but is counted toward lab time combined with \_\_\_\_\_ exceeds its time base and is under 40 hours. The sponsoring facility agrees to pay the trainee the RRP up to 40 hours per week, and the overtime rate after 40 hours per week.
5. The trainee agrees to work at the sponsoring facility when school is not in session, break periods, and school holidays.
  - 5a. Work at the sponsoring facility is unpaid since the trainee is paid a guaranteed weekly salary.
    - 5a (1) Except, if required to work beyond their respective time base. The rate of pay is dependent on the time base of employment and the total number of hours performed during the work week for determination of additional compensation whether at the RRP and on overtime rate after 40 hours worked.