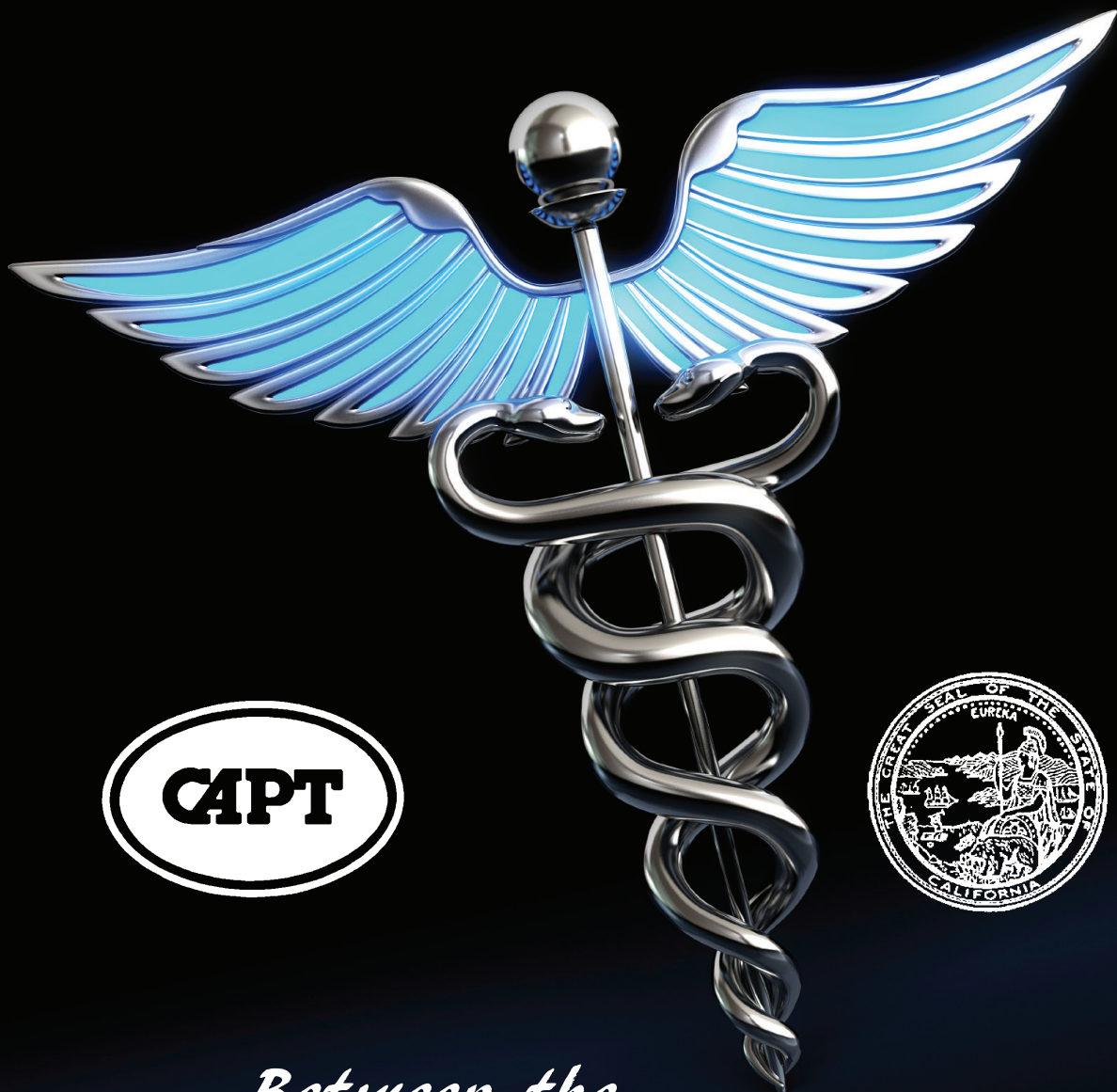


**BARGAINING UNIT 18 AGREEMENT**

**Effective July 1, 2016 through July 1, 2019**

# PSYCHIATRIC TECHNICIAN



*Between the  
California Association  
of Psychiatric Technicians  
and the State of California*

# Psychiatric Technician 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 (Safety)
  7. Psychiatric Technician
  8. Psychiatric Technician (Safety)
  9. Senior Psychiatric Technician
  10. Senior Psychiatric Technician (Safety)
  11. Psychiatric Technician Instructor
  12. Psychiatric Technician Assistant
  13. Psychiatric Technician Assistant (Safety)
- B. Pursuant to Government Code sections 19815.4 and 3517, CAPT recognizes the Director of the California Department of Human Resources (CalHR) 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.
- B. At the employee's discretion, allegations of discrimination or harassment based upon disability and/or medical condition, or failure to provide reasonable accommodation for physical or mental disability and/or medical condition may be grieved under the grievance procedure in Article 13 of this Agreement up to and including the 2nd step, and/or may be pursued with the SPB through the complaint procedure specified by the Board and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

## **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 the California Department of Human Resources' policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of an employee with a medical condition and/or disability. 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 pursued or filed with 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 DSH, or CDCR and/or CCHCS 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 CDCR and/or CCHCS, or DSH 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 State Hospitals, Developmental Services, Corrections and Rehabilitation and California Correctional Health Care Services. The State of California recognizes and encourages the efforts of Psychiatric Technicians to promote and maintain the professional standing of the Psychiatric Technician classification.

The State is committed to providing a safe and secure work place where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains a generally accepted standard of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a grievance up to the CalHR level of the grievance process, but shall not be subject to the arbitration procedure of this MOU.

#### **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 in writing, 24-hours in advance, of the subject of the interview and if he/she may be subject to disciplinary or criminal action. The employee will be given an opportunity to secure the representative of his/her choice within 24 hours so as not to impede or alter the timeline of the investigation. 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 and, if requested by the employee, shall be allowed to obtain CAPT representation within 24 hours.

An investigation shall be concluded within 75 calendar days from the date an employee who is subject of an investigation is interviewed by the special investigator or 75 days from the date that the employee received notice of an administrative leave or reassignment, whichever date comes first.

If there are no findings in the investigation, the employee shall be returned to work within 15 calendar days in accordance with departmental policy/procedure. If there are findings, management shall make a determination on the investigator's findings and notify the employee in writing of their decision (e.g., discipline, return to work, training, limited duty) within 30 calendar days of the receipt of the investigator's report.

If the investigation is not concluded within 75 calendar days from the date an employee who is the subject of the investigation is interviewed by the special investigator, or 75 days from the date that the employee has received notice of administrative leave or reassignment, or management fails to provide notice to the employee within the time period stated above, the employee who is the subject of the investigation or CAPT may file a grievance with the Executive Director, Chief Executive Officer, Superintendent or designee. The response shall include the anticipated completion date of the investigation. If the investigation is not completed by the time frame contained in the grievance response from the Executive Director, Chief Executive Officer, Superintendent or designee, the matter may be appealed through the grievance process up to the CalHR level. This shall be the final level of review and is not subject to arbitration.

For any grievance filed based on this Section, the response given at the director's level shall be final and the grievance may not be appealed further in the grievance and arbitration procedure.

An employee shall be given advance written notice that he/she is being administratively transferred or placed on administrative leave, during the investigation of an allegation of wrongdoing.

The notice shall inform the employee of the reason for the administrative transfer or leave and the effective date.

- b. Upon request, an employee shall be accompanied by an Association representative at a meeting 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 other adverse action as defined by the State Personnel Board.

Upon request, employees shall be allowed representation for meetings and investigations, as defined in this Section, with investigators employed by the Department of Health Services and investigators representing the Board of Vocational Nursing and Psychiatric Technicians.

- 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 resulting corrective counseling memorandum is included in the employee's official personnel file; and
  - (3) The corrective counseling memorandum refers to disciplinary action.
- d. Corrective counseling memorandums, including but not limited to counseling memos, letters of instruction (LOIs), work improvement discussions (WIDs), or letters of expectation (LOE) meeting the above criteria may be appealed through the grievance procedure up to the department level. Corrective counseling memoranda are part of the progressive disciplinary process. Corrective counseling memoranda may be used in adverse actions to demonstrate that an employee had been on notice of a departmental policy or expectation. Departments shall utilize, as a reference, the supervisors guide to address employee performance on the CalHR website. For performance-based offenses, a verbal counseling usually occurs before a corrective counseling memorandum in regards to the same type of offense. For misconduct-based performances, a verbal counseling should usually occur before a corrective counseling memorandum in regards to the same type of offense.
- e. Every corrective counseling memorandum shall be written by the employee's supervisor and shall refer to a specific incident or incidents. When appropriate because of direct involvement, the corrective counseling memorandum may be written by other than the employee's supervisor. For issues not involving a formal investigation, the corrective counseling memorandum shall be issued to the employee within thirty (30) calendar days of the incident described in the memo, or from the date of discovery of the incident. Departments may mail the memorandum to meet the thirty (30) calendar day requirement. It must be postmarked within the 30 calendar days. Proof of service is acceptable. Upon request of the employee, a meeting in regards to the memorandum must still be held with the issuing supervisor. Employees shall have the right to attach a rebuttal to any corrective counseling memorandum at any time, and the rebuttal shall be attached to and accompany the memorandum.
- 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 Public Health, 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 Public Health 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, Superintendent or designee of the facility conducting the investigation within 30 calendar days. This provision shall be subject to the complaint procedure.
  - i. A dismissed employee whom the SPB or court later clears of any wrongdoing shall be reinstated to work in accordance with the following provisions. If the returning employee held a Post and Bid position, they shall be returned to that successfully held position. If that employee chooses not to return to the Post and Bid position they shall select from any available Post and Bid position. An employee who successfully bid for that position in the returning employee's absence shall vacate that position and shall select from any vacant Post and Bid position. Employees not holding Post and Bid positions shall be offered an available position on the shift they previously worked. Should management determine return of the employee to the previously held position would not be in the best interest of the employee, other employees, or the patients of the unit, the returning employee shall receive written notification. The written notification must include the reason(s) that the employee will not be returned to their position. Employees will not be unreasonably prohibited from returning to their Post and Bid position. If an employee is removed, the employee may choose to be placed into any open Post and Bid position. Until the employee selects an open Post and Bid position, the employee shall be placed in a position on a shift of the employee's choice. Nothing in this Subsection shall be counted according to Article 9.2 (Post and Bid).
4. An employee and/or employer must be advised, in advance, that an investigatory interview will be tape recorded. In the event the department does not allow the employee or their representative to record the employee's investigatory interview, at the request of the employee a copy of the tape will be provided.
  5. No Unit 18 employee shall be directed to make 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. No Unit 18 employee shall be required to take a polygraph examination in connection with any formal disciplinary action.
  7. 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.
  8. 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. The State shall release an employee who is a party in a proceeding for a reasonable amount of time without loss of compensation for the purpose of attending any court hearing in connection with their case. If that hearing takes place outside the employee's scheduled work hours, they still shall be granted a reasonable amount of time off without loss of compensation from their scheduled work hours.

C. Grievance or appeals of this provision:

During the term of this agreement, alleged violations of Section 2.1, Subsection B, paragraphs (2), (3), and (8) 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), (6), and (7) 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) is subject to the grievance process up to the CalHR level, but shall not be subject to the arbitration procedure of this MOU. Nothing herein shall be construed as a waiver of any other right currently enjoyed either by the Association, State or employees in Unit 18.

- D. During any phase of the representation process as defined within, an additional CAPT representative may be present for training purposes only and act only as an observer. In no way shall an observer interfere or delay the representation process. The observer shall request to use any accrued leave credits, excluding sick leave, to attend during their regular schedule work shift. The approval will be based on operational needs.

## **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 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 1½ 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 1½ 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 Chapter Officer may serve as an elected officer. Each Professional Practice Group shall prepare minutes and provide a copy to management and the CAPT Chapter Executive Committee. 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. Upon request, a copy will be provided to the CAPT Chapter Executive Committee.
- 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.

### **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, nor 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.,  $\$2,415 / 1.05 = \$2,300$ ).
- 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 Adjusted Pay Ranges**

- A. Effective July 1, 2016 all eligible CAPT represented classifications shall receive a General Salary Increase (GSI) of 3%.

Effective July 1, 2017 all eligible CAPT represented classifications shall receive a General Salary Increase (GSI) of 3%.

Effective July 1, 2018 all eligible CAPT represented classifications shall receive a General Salary Increase (GSI) of 3%.

All employees shall retain their current merit anniversary date.

1. Eligible employee means an employee of a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions.
- B. Effective the month following agreement, Psychiatric Technician Instructors shall receive an SSA of 5%.

Effective the month following agreement, Senior Psychiatric Technicians and Senior Psychiatric Technicians (Safety) shall receive an SSA of 1%.

Effective July 1, 2017, Senior Psychiatric Technicians and Senior Psychiatric Technicians (Safety) shall receive an SSA of 1%.

Effective July 1, 2018, Senior Psychiatric Technicians and Senior Psychiatric Technicians (Safety) shall receive an SSA of 1%.

### **4.3 Ranges**

- A. Psychiatric Technicians and Senior Psychiatric Technicians who provide proof of appropriate credit and meet performance eligibility criteria as required by the Department of State Hospitals, the Department of Developmental Services and the Department of Corrections and Rehabilitation Range B/C, and CCHCS 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, Q and T  
Employees at Range A, P or S who complete the equivalent of 15 qualifying semester units of job-related courses from an accredited college or university.
  2. Range C, R or U  
Employees at Range B, Q or T who complete the equivalent of 15 additional qualifying semester units of job-related courses from an accredited college or university.
- B. 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 can be appealed up to the third (3<sup>rd</sup>) level of the grievance process. Applicable courses taken prior to acceptance into a BVNPT certified Psychiatric Technician program shall be accepted for qualification to the alternate range.
- C. An application for alternate range shall be acted upon by the designated committee within thirty (30) calendar days from the date the application is submitted.

#### **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 California Department of Human Resources 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. Within 30 days prior to an anniversary for a Merit Salary Adjustment (MSA), an employee may request in writing to his/her immediate supervisor the likelihood that an MSA will be granted. A supervisor's affirmative response does not guarantee the granting of an MSA.
- C. If the employee's supervisor indicates that the MSA may be denied, the supervisor will identify in writing areas where improvement is needed and provide a plan of correction not to exceed ninety (90) days in duration. The MSA shall be granted upon satisfactory completion of the plan. Failure to satisfactorily complete the plan may result in additional plans being issued or the denial of the MSA until the next scheduled anniversary date.
- D. If the employee meets the expectation outlined in management's plan of correction, the employee shall be granted the MSA.
- E. 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.
- F. An employee who is eligible for an MSA when he/she is off on IDL or EIDL shall receive the MSA if there is no document in the employee's file that would cause a denial and the employee met standards of efficiency for the prior year.

#### **4.5 Shift Differential**

Effective July 1, 2016, Unit 18 employees who work shifts shall receive a night shift differential as set forth below:

- A. Employees shall qualify for the P.M. shift pay differential of one dollar and fifty cents (\$1.50) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight or work an identified Third Watch for CDCR-CCHCS.
- B. Employees shall qualify for the NOC shift pay differential of one dollar and seventy-five cents (\$1.75) per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.
- C. Regardless of work shift as in the case of overtime, employees shall be paid for all hours worked at the differential rate of their regularly scheduled shift.
- D. Employees who regularly work the A.M. shift and work overtime on a different shift will receive shift differential consistent with the criteria as outlined above in A and B.
- E. These shift differentials are not PERSable and do not count towards compensation for the purposes of retirement.

## 4.6 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the California Department of Human Resources 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 California Department of Human Resources. Previous certification by another department shall be accepted upon employee transfer. (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 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 California Department of Human Resources 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 California Department of Human Resources 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 California Department of Human Resources 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 to the same step and salary range as when separated. Employees who are permissively reinstated by the appointing power after a break in service of more than three (3) years shall be reinstated to the same 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 and State and Federal Law. Each employee shall receive a regular payroll warrant and overtime warrant when cash payment for overtime is authorized.

Overtime payments will be made in accordance with the Fair Labor Standards Act as provided in 29 CFR 778.106. The regulations provide that these payments may be made as soon as practicable, but in no event beyond the next pay period after such computation can be made. This section is not subject to Article 13 (Grievance and Arbitration Procedure).

When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, the employee shall be given the option to receive a salary advance for regular payroll within one (1) business day following payday.

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

Employees in Unit 18 are to be included in the State of California, California Department of Human Resources' 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. Overpayment shall be administered in accordance with GC Sections 19838, except as provided in this section.
- B. If an overpayment occurs, reimbursement shall be made to the State through one of the following methods at the employee's option. However, if the employee does not identify an option, the state will proceed with collection via payroll deductions not to exceed 10 percent of the employee's net salary pursuant to Subsection G.
  - 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. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. Any errors in sick leave balances may be adjusted only with sick leave credits. Requests to use leave credits shall not be unreasonably denied.
- 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. The repayment will be collected in no fewer pay periods than the

overpayment occurred in, not to exceed one year, unless mutually agreed to a longer period of time.

- 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 employee's 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. The written notice shall include the employee's options pursuant to Subsection B above.

#### **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 California Department of Human Resources (CalHR), 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 CalHR 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.

## **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 work week period of 168 hours or seven consecutive 24-hour periods. The work week(s) for employees in Unit 18 will be posted in the Personnel Office of each facility.
- B. Overtime shall be paid consistent with GC 19844.1, except as noted in P below.
- C. 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.
- D. 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).
- E. 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 with CTO up to 40 hours on the books. 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.
- F. 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 E above.
- G. Before an employee is required to work mandatory overtime, management will make a reasonable effort to find an acceptable volunteer within the program (or for CDCR/CCHCS within the facility) where the employee works. Overtime shall first be offered to BU 18 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 E above.
- H. Except in cases of emergency, as defined in M below, employees shall not be required to work mandatory overtime:



1. More than six (6) mandated overtime shifts of at least two (2) hours duration in a month, or
2. In excess of sixteen (16) hours continuously, or
3. In excess of two (2) overtime shifts within an employee's scheduled work week, or
4. On two (2) consecutive calendar days.

An employee who is mandated to work an overtime shift, in excess of one (1) hour, shall be rotated to the bottom of the appropriate overtime list; however, mandated overtime shifts of less than two (2) hours do not count towards the limitations listed in this section.

Employees eligible for FMLA, unable to work overtime shall not have more than six (6) mandatory overtime shifts charged against their FMLA entitlement in a month. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.

Employees shall not be mandated to work overtime on the same Holidays, listed in Article 6.1, D, (January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and Christmas) on two (2) consecutive years.

A mandatory overtime rotation list shall be posted within four (4) hours of the start of the shift.

Effective July 1, 2017, except in cases of emergency, as defined in M, below, BU 18 employees at DSH and CDCR/CCHCS shall not be required to work mandatory overtime:

1. More than five (5) mandated overtime shifts of at least two (2) hours duration in a month, or
2. In excess of sixteen (16) hours continuously, or
3. In excess of two (2) overtime shifts within an employee's scheduled work week, or
4. On two (2) consecutive calendar days.

An employee who is mandated to work an overtime shift, in excess of one (1) hour, shall be rotated to the bottom of the appropriate overtime list; however, mandated overtime shifts of less than two (2) hours do not count towards the limitations listed in this section.

Employees, eligible for FMLA, unable to work overtime shall not have more than five (5) mandatory overtime shifts charged against their FMLA entitlement in a month. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.

Employees shall not be mandated to work overtime on the same Holidays, listed in Article 6.1, D, (January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and Christmas) on two (2) consecutive years.

A mandatory overtime rotation list shall be posted within four (4) hours of the start of the shift.

- I. Employees who are mandated to work overtime shall be permitted to secure a volunteer to work all or part of their mandated overtime as a volunteer. The volunteer must be a BU 18 member, competent to perform the assignment, meets any necessary licensure requirement and able to perform the duties of the overtime assignment. Once a volunteer is secured, the mandated employee shall immediately notify the appropriate supervisor. After the volunteer reports to the worksite, the mandated employee shall be allowed to leave the facility. The mandated employee will be credited with a mandate, in accordance with 5.1 H, and the voluntary employee is considered a volunteer.
- J. Upon notification by an employee, at least three (3) hours prior to the start of their next shift, an employee that has worked at least 15 hours (regular assigned shift or overtime), the employee shall be allowed to:
  - 1. Take the next shift off on vacation, annual leave, CTO or holiday credit if staffing permits, except that if the requested shift off is an open slot on the vacation calendar, it shall be granted.
  - 2. Adjust the shift starting time to provide a 10-hour break between shifts and the end of the shift will be extended the same amount of time to create a full shift.
  - 3. Take sufficient time off using accrued leave credits (i.e. CTO, holiday, annual leave or vacation) excluding sick leave, at the start of the next shift to provide a 10-hour break. However, if and only if, an employee does not have any accrued leave credits (excluding sick leave), the employee shall be allowed to take the time off without pay.

The 10-hour break shall begin at the time the employee signs out. Notification shall be pursuant to the point of contact identified in Article 6.4.

- K. 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.
- L. 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.
- M. Employees will not be called in or scheduled to work overtime on their day off. There shall be no mandatory overtime on an employee's RDO (an employee's RDO begins at the end of the employee's last scheduled shift in the workweek) or pre-approved day off, except:
  - 1. In an emergency situation such as a natural disaster; or
  - 2. During a state of emergency declared by the State or Federal authorities; or

3. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency, acute healthcare crisis). Suicide watch/1:1s shall not constitute an acute healthcare crisis; or
  4. This exception shall only be in effect until January 1, 2018, and shall expire on that date: when the employee's shift relief does not report for work or gave less notice required by facility policy of intent not to report for work, an employee may be mandated for no longer than four (4) hours if:
    - a) There is no BU 18 volunteer available; and
    - b) Every eligible BU 18 employee has been mandated in accordance with facility policy.
- N. An employee who volunteers to work an overtime shift on his/her regular day off will not be mandated to work additional hours contiguous to the voluntary hours worked, except in the case of a declared emergency.
- O. During the term of this agreement CAPT may request to reopen this Section one time.
- P. Before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not limited to: Permanent Intermittent Employees, Retired Annuitants, Registry staff, and volunteers. As a last resort, to meet required staffing needs, when an employee is mandated to work overtime during a week with approved leave, other than sick leave, they will earn premium (1½ time) overtime compensation for hours worked over forty (40) combined leave use, other than sick leave, and hours worked in that week.
- Q. For CDCR/CCHCS:
1. BU 18 employees will be assigned voluntary overtime in the following manner except where precluded in emergency situations:
    - BU 18 Psychiatric Technicians shall be assigned pre-scheduled overtime by seniority on a rotational basis.
    - Management shall supply a Voluntary Overtime Roster at least once a month listing all the known anticipated overtime assignments.
    - The most senior employee will pick one slot and then be rotated to the bottom of the list.
    - The next most senior employee will pick one slot and be rotated to the bottom of the list.
    - This process will be followed until all overtime slots are filled or all requests for voluntary overtime have been awarded.
    - Employees who work a voluntary overtime shift of at least five and one-quarter (5.25) hours shall be rotated to the bottom of the mandatory overtime list.
  2. Once an employee has signed up for voluntary overtime, it is their responsibility to work the shift, unless the employee has given their supervisor or designee 72-hours' notice, when possible, to enable the timely scheduling of a replacement.
- R. Within DDS and DSH:
1. Open/unassigned shifts shall be first assigned to Intermittent Employees and Retired Annuitants prior to being made available for full-time BU 18 employees as voluntary overtime shifts. Outside registry staff shall not be offered

open/unassigned shifts before State Employees; however, they may be offered prior to mandating BU 18 employees.

S. DSH:

1. Will continue to utilize the ASSIST program for overtime scheduling in accordance with continuing negotiations between CAPT and DSH.
  2. Employees who work a voluntary overtime shift of at least five and one-quarter (5.25) hours shall be rotated to the bottom of the mandatory overtime list.
- T. Pursuant to the recommendations in the Little Hoover Commission report and in recognition of the fact that mandatory overtime is not an effective staffing tool, each Department (DSH, DDS and CDCR/CCHCS) agree to meet with CAPT in accordance with the Joint Labor Management Committee provision in Article 9.4 within sixty (60) days of ratification of this contract and quarterly thereafter, with the goal to reduce and to the extent possible, eliminate mandatory overtime by July 2018.

Nothing in this agreement prohibits Departments from reducing mandatory overtime hours/shifts prior to the dates and maximum numbers in Section H above.

## 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.

## 5.3 Call Back Time – *Intentionally Omitted*

## 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 be accumulated for that workday in order to extend a lunch break with supervisory approval. If rest periods are combined with their unpaid lunch period, employees are not eligible for workers compensation benefits during such period. Rest periods shall not be used for overtime purposes. 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.
- D. Disputes regarding this Article are grievable up to the CalHR level but are not subject to the arbitration section of this MOU.

## 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 a higher classification, the same classification or a lower classification within the series, performing the same type of duties within the same work areas. A work area shall be defined as any position the employee would be floated/redirected to cover. The exchange shall be a seamless, invisible exchange of hours of work. The exchange shall occur, provided:

1. The exchange occurs within a period not to exceed 45 calendar days.
2. The employees make a written/electronic notification to their supervisor or designee at least twenty-four (24) hours prior to the exchange, and the notification is reviewed by the supervisor or designee.
3. Employees requesting an exchange of work hours shall not be required to give a reason.

The exchange shall not be cancelled or modified except:

1. In emergencies pursuant to Article 5.1; or
2. When both employees participating in the exchange agree to modify or cancel it.

An exchange shall be prohibited where it would result in overtime, working less than a full shift, or other additional compensation under the FLSA or this Agreement. Exchanges shall not qualify as an out-of-class assignment. This does not preclude exchanges between employees on different shifts. However, employees shall be allowed to participate in 16-hour exchanges in departments working eight and one-half hour schedules, provided the employee waives and works through one (1) meal period if the shifts include a 30-minute overlap or one (1) rest period if the shifts include a 15-minute overlap. They must work through the meal or rest period during the first shift worked. The employee shall be permitted to waive and work through a meal or rest period for this purpose, whether or not operational needs require it. The employee's first shift shall then be adjusted to end early pursuant to Article 5.4 or 5.5.

In the event an employee fails to work any portion of the exchange, the employee originally scheduled to work shall use appropriate leave credits to cover the hours not worked. If the exchange includes a holiday, the employee originally scheduled to work the

holiday, not the employee who physically worked the holiday, shall receive holiday compensation in accordance with Article 6.1. Employees exchanging hours of work shall be subject to floating if the employee originally scheduled to work would have been floated. Employees exchanging hours of work shall not be subject to any mandatory overtime obligation of their exchange partner.

Issues related to the administration of this Article shall be addressed at the quarterly Labor/Management meeting pursuant to Article 9.4 of this agreement.

For DSH only, if a Control Agency identifies issues with this Article, the State will provide notice to CAPT and meet and confer over the issue.

## **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.

## **5.9 Excess Time**

- A. At the conclusion of each fiscal year, management shall determine the feasibility of paying cash compensation for excess time accrued over the previous year.
  - 1. Should management determine that it is feasible to provide cash compensation for the accrued excess time, the facility will survey employees for cash-out.
  - 2. If the facility determines that it cannot cash out all the requested excess time, facility management will determine a method to distribute the available cash among those employees requesting cash-out.
- B. Employees must maintain a minimum of 32 hours after the cash-out occurs.

## **5.10 Mixed Shifts**

An employee shall not be required to work a mixed shift work week unless the employee consents.

## **5.11 Alternate Work Schedules**

- A. Departments shall establish policies for flexible work hours and alternate work schedules (AWS) for Bargaining Unit 18 employees who desire to participate. An "alternate work schedule" is a fixed work schedule other than regular/standard work hours/week. Requests for participation in an "alternate work schedule" program in accordance with Section E below shall not be unreasonably denied.
- B. Within sixty (60) days following ratification of this agreement by both parties, and quarterly thereafter, the Departments will meet with CAPT to discuss the feasibility of a pilot project program for BU 18 members at facilities where possible, in accordance with the Joint Labor Management Committee provision in Article 9.4.

- C. The Departments shall give thirty (30) days written notice to CAPT prior to implementation of an alternate work schedule that causes a change in the existing day-off cycles or hours worked by Unit 18 employees assigned to a unit or residence or a CDCR and/or CCHCS work location in accordance with Article 14.
- D. A regular alternate work schedule shall not exceed twelve (12) hours per day.
- E. BU 18 employees on an alternate work schedule will be charged the number of hours scheduled for the day when they are absent for a whole day or partial day.
- F. Alternate work schedules shall be extended to BU 18 members subject to the following conditions:
  - 1. If an employee has received either an adverse action or an annual performance appraisal that has three or more categories marked as Needs Improvement, then that employee may not participate in the program for a period of twelve (12) months. An employee's right to participate shall be reinstated if the adverse action or the performance appraisal is withdrawn or modified.
  - 2. Employees on Attendance Plans may not participate in alternate work schedules. Employees on alternate work schedules who are placed on an Attendance Plan shall be disqualified from participating in an AWS until the plan is rescinded.
  - 3. Employees must have a combined forty (40) hours of vacation leave, annual leave, CTO, or personal leave credits at the time of their request, and must maintain forty (40) hours in order to remain in the program.
  - 4. Employees who are holding a Post and Bid position when they enter into an alternate work schedule shall vacate their Post and Bid Position.
  - 5. Where alternate work schedules are implemented and are limited in number of participants, BU 18 members will be selected to participate based on seniority.
- G. Any denial of requests made under this section shall be in writing.
- H. Upon written request of the Union to the Department's Labor Relations Office, the Department will provide a copy of their policy regarding flexible work hours and/or alternate work schedules.

### **5.12 Report Preparation Time for Senior Psychiatric Technicians**

In twenty-four (24) hour facilities, there may be various reports (including court reports) required by the facility, licensing, and/or Joint Commission for accreditation. Many of these reports are assigned to be completed by the Senior Psychiatric Technicians (SPT) and/or assigned shift lead. In the interest of allowing SPTs and/or the assigned shift lead to do thorough, timely and accurate reports, their workday shall take into consideration the time necessary to complete these reports.

### **5.13 Voluntary Overtime – CDCR and CCHCS**

*intentionally omitted and incorporated into Article 5.1 Overtime*

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## **ARTICLE 6 - LEAVES AND HOLIDAYS**

### **6.1 Holidays**

- A. All full-time and part-time employees shall be entitled to such observed holidays with pay as provided herein, in addition to any State Holidays proclaimed by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, 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 who are required to work on a holiday will be paid straight time pay for all hours worked on the holiday and eight hours of holiday credit. However, employees who are required to work on January 1, the last Monday in May, July 4, the 1<sup>st</sup> Monday in September, Thanksgiving Day or December 25<sup>th</sup> will be paid one and one half (1½) times for all hours worked on the holiday and eight hours of holiday credit. The method of compensation shall be at the appointing authority's discretion.

Holiday premium pay, consisting of one-half (0.5) times the applicable hourly rate for hours worked on January 1, the last Monday in May, July 4, the 1<sup>st</sup> Monday in September, Thanksgiving Day and December 25<sup>th</sup> shall count towards any premium overtime compensation earned during the same workweek.

- 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:



**6.1 Holidays (F) -continued**

**Full-time & Part-time Employees**

<u>Time base</u>	<u>Holiday compensation in hours</u>
Full time.....	8.00*
1/5.....	1.60
2/5.....	3.20
3/5.....	4.80
4/5.....	6.40
1/8.....	1.00
1/4.....	2.00
3/8.....	3.00
1/2.....	4.00
5/8.....	5.00
3/4.....	6.00
7/8.....	7.00
1/10.....	0.80
3/10.....	2.40
7/10.....	5.60
9/10.....	7.20

**Intermittent Employees**

<u>Hours on pay status during pay period</u>	<u>Holiday compensation in hours for each holiday</u>
0 - 10.9.....	0
11 - 30.9.....	1
31 - 50.9.....	2
51 - 70.9.....	3
71 - 90.9.....	4
91 - 110.9.....	5
111 - 130.9.....	6
131 - 150.9.....	7
151 and over.....	8*

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

**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 onetime 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 CalHR rules.
- D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee was:
1. Required to work as a result of fire, flood or other extensive emergency.
  2. Assigned work of a priority or critical nature over an extended period of time.
  3. Absent on full salary for compensable injury.
  4. Prevented by department regulations from taking vacation until December 31 because of sick leave.
  5. 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 Subsection D above 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.

## Vacation Scheduling

- H. No later than October 1 of each year, the following year's vacation calendars and employee bidding appointment times shall be posted/available for employees to review. The vacation calendar shall be restricted to BU 18 employees only. The vacation calendar for each shift/watch shall be created with a sufficient number of slots on each shift/watch to allow each employee to bid up to their total accrued vacation/annual leave balance (maximum of 32 vacation/annual leave days) at the time the vacation is to be taken. A maximum of a one slot variance shall be allowed between any two months on the vacation calendar and there must be at least one slot each day on the vacation calendar. CAPT shall be provided a copy of each calendar, along with the BU 18 seniority list.

Beginning on October 15 of each year, or the next business day thereafter, BU 18 employees may bid (by seniority) in writing, by appointment or electronically, for not more than three (3) vacation periods in the calendar year. The three (3) vacation periods shall be for consecutive days and combined shall not exceed thirty-two (32) eight (8) hour vacation/annual leave days during the calendar year. Any one vacation period shall not exceed twenty-four (24) vacation/annual leave days (not including RDOs). Each vacation period shall be separated by at least twenty-two (22) calendar days. For the purpose of this Subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation/annual leave time balance at the time the vacation is to be taken.

- I. Ad Hoc Bidding: Beginning December 1 of each year, or on a later date if mutually agreed upon by CAPT and the State, employees may select time off from the calculated number of vacation slots on the calendar that were not awarded during the initial bid on a first-come, first-served basis. This selection shall begin two (2) hours prior to the start of each shift/watch. At DDS, the selection shall be conducted by walk-up bid. At CDCR/CCHCS the selection shall be conducted in accordance with the current practice.

For the purpose of this Subsection, employees may use any leave credits other than sick. Employees may bid utilizing the available leave credits (i.e., vacation, AL, CTO, PDD, Holiday, etc., except sick leave) at the time the Ad Hoc time is requested. If the selection is ten (10) or more calendar days prior to the first selected day off, the selection shall be granted. A request for time off with fewer than ten (10) calendar days may be granted. Ad Hoc requests that are denied shall not be retained and awarded if reposted.

- J. Any vacation time (Bid or Ad Hoc) that is cancelled at least fourteen (14) calendar days in advance shall be reposted on the Ad Hoc calendar. Any vacation time (Bid or Ad Hoc) that is cancelled less than fourteen (14) calendar days in advance may be reposted on the Ad Hoc calendar.
- K. Employees shall designate on the timesheet (634 or 998) the type of accrued time they will use to cover their vacation time (Bid or Ad Hoc), excluding sick leave.
- L. Seniority ties will be broken in accordance with Article 9.3, Seniority.
- M. Vacation calendars shall be posted (i.e. online, paper, electronically) in an area accessible to the employees on all shifts and shall identify by name which employees are on vacation each day. Vacation calendars shall be updated at least bi-monthly to reflect any changes in the vacation calendar in accordance with this Article.

- N. Employees with insufficient accrued leave balances shall cancel, at their choice, whatever portion of the vacation time (Bid or Ad Hoc) days they cannot cover with accrued leave credits, excluding sick leave.

**DSH Vacation**

The parties agree to utilize the implementation of ASSIST to develop a BU 18 specific vacation calendar and process.

**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

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 memoranda of understanding.

Part-time employees shall accrue proportional Annual Leave credits, in accordance with the chart shown below:

<b><u>TIME BASE</u></b>	<b><u>HOURS OF MONTHLY CREDIT PER ANNUAL LEAVE GROUP</u></b>				
	<b><u>11</u></b>	<b><u>14</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
9/10	9.90	12.60	14.40	15.30	16.20
7/10	7.70	9.80	11.20	11.90	12.60
3/10	3.30	4.20	4.80	5.10	5.40
1/10	1.10	1.40	1.60	1.70	1.80
7/8	9.63	12.25	14.00	14.88	15.75
3/4	8.25	10.50	12.00	12.75	13.50
5/8	6.88	8.75	10.00	10.63	11.25
1/2	5.50	7.00	8.00	8.50	9.00
3/8	4.13	5.25	6.00	6.38	6.75
1/4	2.75	3.50	4.00	4.25	4.50
1/8	1.38	1.75	2.00	2.13	2.25

A PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section B above, on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may;

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

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

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

Absences from State service resulting from a temporary or permanent separation for more than 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 was:

1. Required to work as a result of fire, flood or other extensive emergency.
2. Assigned work of a priority or critical nature over an extended period of time.
3. Absent on full salary for compensable injury.
4. Prevented by department regulations from taking annual leave until December 31 because of sick leave.
5. 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 requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same 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 7.7 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 Subsection 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. Attending to an employee's ill or injured mother, father, husband, wife, son, daughter, brother, 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 medical verification. An acceptable medical verification includes, but is not limited to, a document signed or issued by a healthcare provider confirming the employee's inability to attend work. Sick leave requests may not be unreasonably denied. If the department head or designee does not consider the medical verification adequate, the request for sick leave shall be disapproved. Upon written request from the employee, the basis for the denial of sick leave will be provided in writing. The employee shall have five (5) working days to provide further substantiation.

Each facility shall identify only one (1) supervisor, designee or location for employees to call off sick. There shall be a single point of contact for sick calls unless part of a written attendance plan. The point of contact must be a phone line that is answered or must allow for the employee to leave a recorded message. An employee shall not be transferred or redirected to speak with anyone else.

- E. An employee shall not be required to provide medical verification when he/she uses no more than three consecutive days sick leave, except when:
1. The employee has a demonstrable pattern of sick leave abuse, or
  2. The supervisor has a reasonable belief, specifically pertaining to the employee, that the absence was for an unauthorized reason, or
  3. In accordance with their attendance plan.

If an employee is required to provide medical verification pursuant to Section E, the medical verification must be requested from the employee within two hours of the start of the shift, unless otherwise provided for an attendance plan. If not requested within two hours, the employee's absence shall be considered approved.

If requested, medical verification shall only be required to be submitted with the employee's 998/634 (Absence and Attendance Report) form, unless otherwise provided for in an attendance plan.

- F. Sick leave may be accumulated without limit.
- G. Sick leave may be used in 15-minute increments.
- H. Absence from duty resulting from approved EIDL, IDL, NDI or ENDI shall not be subject to disciplinary action.
- I. Employees will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action based solely on the amount of sick leave used.
- J. 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 in writing why the requested time is denied. Upon notice, the employee shall have five (5) working days to provide additional documentation to verify the request for sick leave prior to the denial becoming final and the employee being docked. Verification of sick leave will be made in accordance with Subsection D and E above.
- K. 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.

- L. An employee shall be provided a verbal warning and then a written counseling prior to being placed on a sick leave attendance program. The verbal warning and written counseling (i.e., LOI or ECR) shall not normally be given simultaneously. The attendance program shall be a written plan of action including the requirements that must be followed during the course of this program, a goal and an estimated date of how/when the plan will end. Employees who are on attendance programs shall be required to provide medical verification in accordance with their attendance plan. The plan will be reviewed at least quarterly and at the end of the program. Upon review, if the employee has met the requirements and goal, the plan shall be rescinded. It is understood that an employee who fails to follow the provisions of the above plan may be subject to further disciplinary action. The following sick leave absences shall not be counted in a decision to put an employee on an attendance program:
  - 1. Any pre-scheduled and employer-approved medical, dental or family leave appointment.
  - 2. Any absence where the employee reports to work but the employer or medical officer determines or concurs that the employee is too ill to work on that day.
  - 3. Any EIDL, IDL, ENDI or NDI time.
- M. Both parties agree and understand that application of this Section may vary.



- N. 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.
- O. Wounded Warriors Transitional Leave

In accordance with the Wounded Warriors Transitional Leave Act, Government Code section 19859, in addition to sick leave, an employee hired on or after January 1, 2016, who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment for his or her military service-connected disability.

Credit for sick leave granted under this subdivision shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited.

Submission of satisfactory proof that sick leave granted under this subdivision is used for treatment of a military service-connected disability may be required.

## **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, male parent or domestic partner who has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297 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 and 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, stepparent, spouse, child, stepchild, adopted child, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law. Such bereavement leave shall be authorized for up to (3) three eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of other accrued existing leave credits or authorize leave without pay.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provision of this agreement.
- E. Fractional time base (part-time) employees is entitled to bereavement leave on a pro rata basis, based on the employee's fractional time base.
- F. A Permanent Intermittent (PI) employee is entitled to bereavement leave on a pro rata basis for scheduled work days, calculated on the amount of time worked in the pay period.

Hours Worked During Pay Period	Hours for Each Bereavement Day
0 to 10.9	0
11 to 30.9	1
31 to 50.9	2
51 to 70.9	3
71 to 90.9	4
91 to 110.9	5
111 to 130.9	6
131 to 150.9	7
151 and over	8

- G. Permanent full-time employees may utilize their vacation, CTO, or any other earned leave credits, except sick leave, for time required due to the death of other relatives not listed in A or B above subject to operational needs. Requests will not be unreasonably denied.

**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, Subsections 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.

For the purposes of this section, hiring interviews for individuals certified from employment lists, hiring interviews for individuals responding to an Employment Inquiry (STD 628), individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode, 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 (Work and Family Program Assistance)**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Committee on Work and Family. The parties agree that transfer of leave credits between State employees and family members who are also State employees is appropriate for issues relating to approved catastrophic leave, Family Medical Leave, parental leave and adoption leave.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation and/or holiday) shall be transferred from one or more employees to another employee, in accordance with departmental procedures, under the following conditions:
  - 1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, child, parent, brother, sister, spouse's parent, domestic partner who has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297, or any other person residing in the immediate household; or
  - 2. When the receiving employee is facing financial hardship for being absent for approved parental or adoption leave purposes.
- B. For the purposes of transferring leave credits, the following conditions shall apply:
  - 1. Sick leave credits cannot be transferred.
  - 2. The receiving employee has exhausted all leave credits.
  - 3. The donations must be a minimum of eight (8) hours and in whole-hour increments and credited as vacation or annual leave.
  - 4. Personal holiday must be transferred in one-day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base.)
  - 5. Transfer of annual leave, personal leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the procedures of the receiving department.
  - 6. 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.
  - 7. Donations shall be made on a form supplied by the State, signed by the donating employee and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor.
  - 8. 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 (CalHR) 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 State service or who is leaving 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 one (1) year;

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 California Department of Human Resources 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 California Department of Human Resources. 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.

### **6.13 Family and Medical Leave Act (FMLA)**

- A. The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, parent, spouse or domestic partner (as defined in Family Code section 297), or a parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing FMLA benefits, the following definitions shall apply:
  - 1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA.
  - 2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this Section applies to the individual with the covered health condition;
  - 3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
  - 4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits unless otherwise specified by Section 6.9 of this Contract.
    - a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for an FMLA leave will be administered in accordance with Sections 6.9 and 6.4 of this Contract.
    - b. Other leave may be substituted for the FMLA absence due to illness and/or injury at the employee's discretion. An employee shall not be required to exhaust all paid leave before choosing unpaid leave unless otherwise required by Section 6.9 of this Contract.
    - c. FMLA absences for reasons other than illness and/or injury (i.e. adoption or care of an eligible family member) may be covered with leave credits other than sick leave, or with unpaid leave, at the employee's discretion. Except in accordance with Section 6.9 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.



- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) of FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 6 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits and other terms and conditions of employment.
- G. For purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with California Department of Human Resources Rules 599.608 and 599.609.
- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law administered and enforced by the Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This Section is not subject to grievance or arbitration.
- I. The State and the Union recognize amendments to the Family and medical Leave Act and the California Family Rights Act (CFRA) may happen during the duration of the contract. In the event of an amendment, the State shall comply with the changes. Changes are subject to the entire agreement clause.

#### **6.14 Work and Family Participation**

- A. Family School Partnership Act
  - 1. Upon reasonable notice, but not less than 2-scheduled work days, to the employer, an employee shall be permitted to use up to eight (8) hours per month, but not exceeding forty (40) hours per calendar year, of accrued leave credits (annual leave, vacation, personal holiday, holiday credit or CTO) for the purpose of attending school or preschool activities in which the employee's child or child for which the employee is in Loco Parentis, is participating. Requests received within 3-calendar days may be granted. The State shall not discriminate or threaten to discriminate against any employee who exercises his/her right under this provision.
  - 2. An employee's leave request shall be in accordance with the appropriate departmental procedures.
- B. Family Activity
  - 1. Subject to operational needs and reasonable notice to the employer, an employee shall be permitted to use accrued leave credits (annual leave, vacation, personal holiday, holiday credit or CTO) for the purpose of attending non-school family activities, such as sports events, recitals, 4-H Club, etc., in which the employee's child is participating.

2. If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restriction.
3. In this Subsection and Subsection A above, the word "child" is defined as the employee's son, daughter or any child to whom the employee stands in loco parentis.

#### C. Family Crisis

1. Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g. marriage counseling, family or parenting conflict management, family court appearances, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.
2. Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297, child, grandchild, grandparent, brother, sister, stepchild or any person residing in the immediate household.
3. If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 6.13 of this Contract (Family and Medical Leave Act).
4. The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.
5. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.
6. The State shall maintain the confidentiality of any employee requesting accommodation under this Section, but may require substantiation to support the employee's request.

### **6.15 Furlough and PLP Programs**

Employees with accrued furlough/PLP 2010 and 2012 program hours shall be allowed to utilize them in accordance with Article 6.2. Furlough hours have no cash value, do not expire and shall be used prior to other leave (except sick leave) and prior to separation/retirement/termination.

### **6.16 Organ or Bone Marrow Donation**

Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. This legislation extends the following leave to those employees who become an organ or bone marrow donor:

- A. Employees who donate an organ(s) to another person shall be eligible for up to thirty (30) workdays of paid leave (Donor Leave) in any one (1) year period. Employees who donate bone marrow to another person shall be eligible for up to five (5) work days of paid leave (Donor Leave) in any one (1) year period.

- B. The one (1) year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
- C. The one (1) year period for an organ donor is separate from the one (1) year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued while on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, NDI, and medical leave.
- J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her former position.

### **6.17 Paid Time Off: Precinct Election Board**

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

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

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

On or before May 1 of each year, starting in the 2017 calendar year, each department head (Director, Executive Officer, etc.) or designee, will advise department employees whether the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will

be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

## **ARTICLE 7 - BENEFITS**

### **7.1 Consolidated Benefits (CoBen) Program**

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

##### **1. CoBen Allowance Amounts**

a. Effective on the first day of the pay period following Union ratification of this agreement, the State will continue to pay the contribution rates established on January 1, 2016, for the Consolidated Benefits (CoBen) Allowance. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

(1) The State shall contribute \$608 per month for coverage of an eligible employee. (Party code one)

(2) The State shall contribute \$1,202 per month for coverage of an eligible employee plus one dependent. (Party code two)

(3) The State shall contribute \$1,572 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

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

The established flat dollar amounts shall be increased as appropriate pursuant to the formulas above on January 1, 2017, and January 1, 2018, and January 1, 2019. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both sides.

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. Enrollment Options

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 provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan administered or approved by CalPERS and certifies that he/she has qualifying group health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies health and dental coverage from other sources, the employee will receive \$155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- d. Permanent Intermittent (PI) employees shall be able to participate only in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.
- e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she has qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, 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. The State will pay the premium cost of the dental plan and vision plan. Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum contribution as set forth in Subsection A (1) 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.

### B. Health Benefits

#### 1. Employee Eligibility

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

#### 2. Permanent Intermittent Employees

- a. Initial Eligibility -- A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. For purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.
- b. Continuing Eligibility -- To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

3. Family Member Eligibility

For purposes of this Section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners who have been defined and certified with the Secretary of State's Office in accordance with Family Code section 297.

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

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits allowance as specified in Section A (1).

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Subsection B (1) and (2).

3. Family Member Eligibility

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

D. Vision Benefits

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution for the vision benefit shall be included in the Consolidated Benefits allowance as specified in Section A (1). The vision benefit provided by the State shall have an employee copayment of \$10 for the comprehensive annual eye examination and \$25 for materials.

2. Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection B (1) and B (2).

3. Family Member Eligibility

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

## **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 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 California Department of Human Resources (CalHR). 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 CalHR.

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 CalHR.

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

The State and the Union agree to support development of new coverage group types by the California Public Employees' Retirement System which may include a coverage code for State employee, single parent/child(ren) enrollments under the Public Employees' Medical and Hospital Care Act.

## **7.4 Flexible Benefit (FlexElect) 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 California Department of Human Resources (CalHR). All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.
- B. Permanent Intermittent (PI) employees may participate in the Pre-Tax Premium and/or the Cash Option only for medical and/or dental insurance. PIs choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PIs 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.

- C. Employees who meet the above eligibility criteria will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under FlexElect.

## **7.5 Continuation of Flexible Benefits Election**

When an employee who is enrolled in the State's Flexible Benefit Program (FlexElect) for eligible non-represented 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.

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

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. 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 Subsection B above. 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, 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 California Department of Human Resources 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.

### **7.7 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 non-work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% 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 he/she has returned to his/her regular time base, and worked 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 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, at 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 Subsection C above. 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, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State shall issue an employee a salary advance if the employee so requests. If the employee is on direct deposit, the direct deposit shall be cancelled.
- 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.

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

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with Section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.
- B. Eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.
- C. 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 payments shall be allowed after two years from the first day (i.e., date) of disability.

- D. 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.
- E. 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.
- F. If the employee remains disabled after the IDL benefit is exhausted, the employee will be eligible to receive Temporary Disability benefits as provided in the Labor Code.
- 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. 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.
- J. 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.
- K. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury.
- L. The employer will comply with the notice requirements specified in the Labor Code. All disputes relating to notice requirements under the Labor Code are not grievable or arbitrable.
- 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.
- O. An employee who is required to undergo a medical examination in accordance with GC 19253.5 may request that the employer provide a copy of the medical report to a physician designated by the employee. This provision may not be subject to the grievance, arbitration, complaint or any other appeal procedure.
- P. Appeals with respect to medical examinations in accordance with GC 19253.5 may be filed with the State Personnel Board.
- Q. The State shall make reasonable effort to assign employees returning from industrial disability leave to the shift and days off they had prior to going on industrial disability leave. If the employee held a post and bid position, refer to Article 9.2.

## 7.9 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 or inmate/ward, 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. 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 department director or designee. The benefit shall not be applied to either presumptive illnesses, stress-related disabilities or physical disabilities having mental origins.
- C. 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.
- D. This Section relating to EIDL is grievable only through the third step of the grievance procedure as the final step of appeal and is not subject to the arbitration procedure of this Agreement.
- E. 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 will be reported in accordance with applicable tax law and Internal Revenue Service rules and regulations.
- F. EIDL shall continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has initiated the disability retirement process.
- G. 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.
- H. 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.
- I. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury.
- J. The employer will comply with the notice requirements specified in the Labor Code. All disputes relating to notice requirements under the Labor Code are not grievable or arbitrable.
- 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 for EIDL benefits must be filed within one year from the date of the incident causing the injury.
- M. The State shall make reasonable effort to assign employees returning from enhanced industrial disability leave to the shift and days off they had prior to going on enhanced industrial disability leave. If the employee held a post and bid position, refer to Article 9.2.
- N. The State and the Union agree to conduct a joint study regarding those employees who were denied EIDL and those qualified for IDL as a result of indirect physical contact with an assaultive or resistive inmate/ward, client, or patient within the term of this agreement. The study will review those employees approved and denied for EIDL and the difference in outcome based upon the differing qualifiers for EIDL. The departments will meet quarterly with local Union representatives and report the findings to CalHR and CAPT Headquarters on a semi-annual basis.

### **7.10 Overtime Meal Allowance**

- A. The State shall provide employees with a meal allowance, meal ticket, 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 \$8.00. To receive meal allowance reimbursement, receipts must be submitted within 60 days of the date the overtime meal was authorized.
  - B. Should management be unable to provide a complete meal, an employee will be provided a meal allowance as stated above.
  - C. The meal ticket shall be used / submitted within 60 calendar days of the issue date recorded on the meal ticket. Employees shall use a meal ticket(s) as provided below:
    - 1. The employee may choose to use the meal ticket to purchase food at an eating place (i.e.: snack bar, canteen, cafeteria) designated by the facility. The meal ticket is good for a food purchase not to exceed \$8.00. Any amount over \$8.00 shall be paid by the employee. No change/refund shall be provided to the employee should the full \$8.00 not be spent on one purchase. The use of the meal ticket to purchase food shall constitute full and complete reimbursement.
- Or, 2. The meal ticket may be submitted for reimbursement via the CALATERS system or State Travel Expense Claim form within 60 days.

### **7.11 Business, Travel and Relocation Policy and Reimbursements**

The state agrees to reimburse employees for actual, necessary, and appropriate business and travel expenses in accordance with CalHR rules and PML #2016-010 (contract language reflected on following pages).

Effective upon ratification of this agreement by both parties, lodging, transportation, and per diem expenses incurred will be reimbursed in accordance with the time frame requirements and rates set by CalHR. As established in PML #2006-021, personal vehicle mileage reimbursement rates will continue to be tied to the Federal Standard Mileage Reimbursement (FSMR) rates.

## **Business and Travel Policy and Reimbursement Rates**

Each state agency shall determine the necessity for and the mode of travel to be reimbursed. In accordance with CalHR policy, reimbursement shall be for actual, necessary, and appropriate business and travel expenses incurred fifty (50) miles or more from home and headquarters. Lodging and/or meals included in hotel expenses, conference and registration fees, transportation costs such as airline tickets, or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the state as noted above due to time constraints or other considerations, such as reasonable accommodation, may be reimbursed in accordance with the rates established in policy, provided an alternate meal was purchased. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals.

### **Reimbursement Rates - Meals/Incidentals:**

Type	Reimbursement Rate
Breakfast	Up to \$7.00
Lunch	Up to \$11.00
Dinner	Up to \$23.00
Incidentals	Up to \$5.00

### **Meals/Incidentals Reimbursement Policy:**

Employees must maintain meal receipts to substantiate the amounts claimed were not in excess of the amount of the actual expense.

CalHR must comply with current IRS policy. The IRS currently defines an “incidental” as fees and tips given to porters, baggage carriers, hotel staff, and staff on ships. Expenses for laundry, cleaning and pressing of clothing taxicab fares, lodging taxes or the cost of telegrams or telephone calls may not be claimed as an incidental.

For travel lasting 24 hours or more, employees may claim meals (at the rates noted above), based on the following timeframes:

- First day of travel:
  - Trip begins at or before 6 a.m. – Breakfast may be claimed.
  - Trip begins at or before 11 a.m. – Lunch may be claimed.
  - Trip begins at or before 5 p.m. – Dinner may be claimed.
- Continuing travel after 24 hours:
  - Trip ends at or after 8 a.m. – Breakfast may be claimed.
  - Trip ends at or after 2 p.m. – Lunch may be claimed.
  - Trip ends at or after 7 p.m. – Dinner may be claimed.

- Fractional day travel (trips less than 24 hours):
  - Trip begins at or before 6 a.m. and ends at or after 9 a.m. – Breakfast may be claimed.
  - Trip begins at or before 4 p.m. and ends at or after 7 p.m. – 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 twenty-four (24)-hour period.
  - Employees may not claim lunch or incidentals on one-day trips.
  - When trips are less than 24 hours and there is no overnight stay, meals claimed are taxable.

**Reimbursement Rates - Lodging:**

County	Max. Lodging Reimbursement Rate
All counties except those listed below	\$90
Sacramento, Napa, Riverside	\$95
Marin	\$110
Los Angeles, Orange, Ventura, Edwards AFB, less the city of Santa Monica	\$120
San Diego, Monterey County	\$125
Alameda, San Mateo, Santa Clara	\$140
City of Santa Monica	\$150
San Francisco	\$250

**Lodging Reimbursement Policy:**

When employees are required to obtain lodging due to state business, reimbursement will be for actual receipted lodging plus applicable mandatory taxes and fees, in accordance with policy and the published lodging maximums. Employees shall only use commercial lodging establishments such as hotels, motels, bed and breakfast inns, or public campgrounds that cater to the general public. Lodging will not be reimbursed without a valid receipt.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires advance written approval from CalHR. CalHR may delegate approval authority to departmental Appointing Powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the state.

Employee may not claim lodging, meal, or incidental expenses within 50 miles from his/her home or headquarters.

### **Long-term Travel:**

Actual expenses for long-term meals and lodging substantiated by a receipt will be reimbursed when the employee, who at the onset of the assignment knows that he/she will be away from the home or headquarters area more than 30 days but less than one year, incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

- 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.
  
- Employees on full long-term travel who live at the long-term location may claim either:
  - Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual means and incidentals for each period of less than twelve (12) hours at the long-term location, or
  - Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (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.

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

Employees, with their supervisor's approval, will receive full per diem for Friday, if, after completing their work shift, they remain at the job or LTA location past the Friday twelve (12)-hour clock period of time. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.



CalHR policy regarding an employee leaving the LTA location on personal business is as follows:

- The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

**Out-of-State Travel Policy:**

For short-term out-of-state travel, reimbursement will be for actual lodging, supported by a receipt. Reimbursement will be for actual meal and incidental expenses in accordance with the in-state meal and incidental rates. If lodging costs exceed ninety dollars (\$90) per night, employees must first obtain and submit three (3) quotes in an effort to obtain the lowest cost lodging. Employee may choose any of the three establishments; however, reimbursement will be limited to the lowest of the three (3) quotes. Failure to furnish either quotes or lodging receipts will limit reimbursement to state meal/incidental rates. Long-term out-of-state travel will be reimbursed in accordance with the provisions of long-term travel.

**Out-of-Country Travel Policy:**

Reimbursement for short-term out-of-country travel shall be for actual lodging, substantiated by a receipt. Reimbursement for actual meals and incidentals shall be 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, or as determined by CalHR.

Subsistence shall be paid in accordance with procedures prescribed by CalHR. Employees shall be responsible for maintaining receipts for their actual meal expenses.

**Transportation**

Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed. Transportation will be accomplished and reimbursed in accordance with the best interest of the state. Employees using an approved alternate method of transportation will be reimbursed only for the method that is in the best interest of the state. Transportation expenses include, but are not limited to: mileage reimbursement, bus/taxi fares, rental cars, parking, airplane, train, and tolls reasonably and necessarily incurred while conducting state business.

**Reimbursement Rates - Transportation:**

Type	Reimbursement Rate per Mile
Personal Vehicle (Approved business/travel expense)	\$0.54
Personal Vehicle (State-approved relocation)	\$0.19
Private Aircraft	\$1.29

### **Personal Vehicle Mileage Reimbursement Policy:**

When the Appointing Power or designee authorizes employees to operate a privately owned vehicle on state business, reimbursement will be made at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement expenses cover the maintenance and use of the vehicle, including but not limited to: gasoline, up-keep, wear and tear, tires, all insurance including liability, collision and comprehensive coverage, breakdowns, employees as a result of mechanical breakdown or collision.

- 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.
- 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.

### **Private Aircraft Mileage Reimbursement Policy:**

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, effective July 1, 2016, made at the rate of \$1.29 per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628.1 (Excluded employees) and 599.628 (Represented employees) as well as applicable policy and procedures published by the Department of General Services' Office of Risk and Insurance Management.

### **Moving and Relocation Policies:**

Whenever an employee is reasonably required by the state to change his/her place of residence, the state shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established via CalHR's annual reimbursement rate administrative PML.

Unless otherwise specifically noted in an employee's MOU, existing CalHR Excluded employee moving and relocation rules shall be used to determine the requirements, time frames and administrative policy for determining the reimbursement of employee moving and relocation expenses.

For new-hires to state service, the provisions of CalHR regulations 599.723.1 (Excluded employees) and 599.723 (Represented employees) shall remain in effect with the exception of the following:

- CalHR delegates to departmental Appointing Powers the authority to reimburse a maximum of 30 days of temporary lodging and meals at the new headquarters location, limited to the conditions, maximums and receipt requirements set forth in CalHR Travel Reimbursement policy. Up to 14 of the 30 days may be used for pre-move house hunting at the new headquarters location, reimbursable after the report date. Reimbursement for up to \$200 of receipted expenses for installation,

connection, or assembly of appliances, antennas or utilities that are related to the establishment of the new household. Deposits are not reimbursable.

Advance approval of the employing Appointing Power and the Department of Finance is still required for any reimbursement or combination of reimbursements that exceeds \$1,000. Claims for reimbursement of relocation expenses for new-hires to state service must be submitted no later than 6 months from the reporting date. No reimbursement will be issued prior to the employee reporting to the new headquarters.

### **Receipt Policy:**

Reimbursement will be claimed only for actual and necessary business, travel, and relocation expenses. Regardless of the any exceptions to receipt policy, the approving officer may require additional certification and/or explanation from an employee to determine expenses were actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

Receipts shall be submitted for every item of expense of \$25 or more. When receipts are not required to be submitted with a travel expense claim, it is the employee's responsibility to maintain receipts and records of their actual expenses. Receipts must be made available for audit upon request by employing departments, state control agencies and/or the internal Revenue Service. Receipts are required for every item of transportation and business expense incurred as a result of conducting State business.

The following actual expenses are an exception to the receipt policy:

- Railroad and bus fares of less than \$25 when travel is wholly within California.
- 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 receipt policy.
- Telephone, fax or other necessary state business costs of \$5.00 or less.
- The absence of a receipt shall result in the reduction of the amount claimed to the non-receipted amounts above.

## **7.12 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.

## **7.13 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 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.

#### **7.14 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 (Safety)  
Psychiatric Technician  
Psychiatric Technician (Safety)  
Child Care Practitioner  
Developmental Specialist  
Developmental Specialist (Safety)  
Psychiatric Technician Instructor

- B. The State agrees to reimburse 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 up to \$15.00 for a first-time certificate and up to \$20.00 for renewal thereafter.

Psychiatric Technician Assistant  
Psychiatric Technician Assistant (Safety)

- 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 certificate/license renewal reimbursement shall utilize the same process for travel reimbursement within their department. A copy of current certification/license shall serve as a receipt.

## 7.15 State-Owned Housing Rental Rates

- A. Departments may raise rental rates by 25% annually.
- B. Departments may raise utility rates by up to 8% annually.
- 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 California Department of Human Resources within 30 calendar days.
  - 4. Step 4 – The Director of the California Department of Human Resources 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.

## 7.16 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. If an employee is scheduled for training outside of their normal scheduled work hours, the employee shall be given the option to have their scheduled workweek and/or shift adjusted to avoid working overtime, or be credited with time worked. If 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.
  - 4. 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 in accordance with Section 5.3 – Call Back Time or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.
  - 5. Upon request of a NOC shift employee, management, where possible, shall approve CTO, holiday time, annual leave, or vacation time for the NOC shift prior to or after the training.

### C. Other Training (In-Service/Out-Service)

Upon completion of an authorized training or education course, a department may 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 meetings 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.
- F. PTA 20/20 Program
  1. The State shall maintain a joint Labor/Management Committee with the express purpose of establishing and monitoring 20/20 programs in the Department of Developmental Services (DDS), the Department of State Hospitals (DSH) and the Department of Corrections and Rehabilitation (CDCR).
  2. The committee shall consist of four (4) designees of the Association and four (4) designees of the State. Employees shall suffer no loss of compensation as a result in participating in the Labor/Management Committee meetings.
  3. Six (6) million dollars was designated for funding of 20/20 Programs within the DSH and DDS beginning with the 07/08 Fiscal Year. Five (5) Hundred Thousand of this shall be utilized specifically for a preparatory segment to ensure that candidates are ready to pass the BVNPT licensing examination. Any balance remaining at the end of the fiscal year shall be made available to continue funding until the full six (6) million is utilized.
    - a. The committee shall convene within 30 days regarding this new 20/20 funding. The committee shall create the Policy and Procedures that will maintain a monthly accounting of the funding expense, participations, participant enrollment, and successful pass rate information. These records will be used to support the continuation of the 20/20 Program funding, which is critical to the departments staffing needs.
    - b. DSH and DDS will provide the committee a proposal outlining the departmental funding needs, including a plan to ensure compliance with the tracking/reporting requirements. The committee shall determine the DSH/DDS funding distribution and will maintain the reporting information as necessary. DSH/DDS shall maintain tracking and accountability of the funding designated by the committee.
    - c. Psychiatric Technician Assistant qualified candidates shall be interviewed by a panel appointment by management. The designated CAPT Facility Representative shall have one seat on the panel. The most qualified candidate(s) will be offered the first opportunity to enroll in the departmental 20/20 program.
    - d. Funds for this program shall be made available to DSH/DDS such that they can be encumbered over multiple budget years to ensure that the individual 20/20 sponsorships/programs established or began on or before June 30 of each year are funded to completion.

4. Each of the 20/20 programs shall be a maximum of twelve (12) months in length and the amount of the 20/20 time utilized by each selected employee will depend on the type of education/training programs available.

G. Educational Reimbursement Program

When a newly licensed Psychiatric Technician (PT) successfully completes his/her initial probationary period (12 months), he/she shall be entitled to a one-time payment of \$840 for reimbursement of tuition, books and fees required to obtain licensure.

In order to be eligible for this reimbursement, the employee must be appointed to a State Psychiatric technician position no more than 12 months from receipt of an initial Psychiatric Technician license.

H. Professional Development Days

The State shall provide to all employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated. This agreement expires on July 1, 2012.

## 7.17 Continuing Education

The State agrees to meet with CAPT representatives at each facility to discuss continuing education requirements for Psychiatric Technicians recognized by the Board of Vocational Nursing and Psychiatric Technicians (BVNPT) regarding:

- A. The certification of existing in-service course work that would qualify for continuing education credit.
- B. If a Department does not provide training that counts towards the required Continuing Education by the BVNPT, the employee shall be entitled up to thirty-two (32) hours of education leave on State time during a Unit 18 employee's two (2) year licensure period.
  1. Education leave will be used at the employee's discretion with release subject to operational need and reasonable advance notice.
  2. The intent of educational leave is to earn the necessary BVNPT-approved Continuing Education Units (CEUs) required to maintain the employee's license as a Psychiatric Technician. Written evidence of CEU completion shall be required by management.
  3. If a Unit 18 employee's request for education leave has been denied twice in a fiscal year due to unanticipated operational needs, the employee's third request for paid educational leave shall be granted, if verification of requirement of the CEUs for license renewal is provided.
  4. Educational Leave will not be granted if the department provides required CEUs necessary to maintain the employee's license as a Psychiatric Technician.



## 7.18 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 (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 a 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, including required receipts and certification of expenses.
- C. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 a month. In lieu of the vanpool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver who meets the eligibility criteria and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. 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 owned or leased lots in urban congested areas at an amount not to exceed twenty-five dollars (\$25) per month above the current rate charged to employees in the specific locations where they park. Congested areas are such as the Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside and San Diego areas. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.
- E. The State shall continue a system for employees where parking fees are paid 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, telecommuting programs and 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, State Hospitals and Corrections and Rehabilitation shall not be required to pay a parking fee for parking on facility grounds.

## 7.19 Long-Term Care Insurance Plan

Unit 18 employees are eligible to enroll in any long-term care insurance plan sponsored by the California Public Employees' Retirement System.

The long-term care insurance premiums and the administrative cost shall be fully paid by the employee and are subject to payroll deductions.

## 7.20 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

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.

## 8.1 Second Tier Retirement Plan

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

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

<b>AGE AT RETIREMENT</b>	<b>PRE-PEPRA Formula (1.25% at Age 65)</b> Employees first hired and subject to CalPERS membership prior to January 1, 2013	<b>PEPRA Formula (1.25% at Age 67)</b> Employees eligible for CalPERS membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500

53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67	1.2500	1.2500

#### D. Employee Contribution

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

#### E. Final Compensation

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

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

### 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 as long as the combined employee and employer cost for this program is \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally the cost in excess of \$4 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 Tax Treatment of Employee Retirement Contributions**

The purpose of this Section 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 Section.

#### **A. Definitions**

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

- 1. "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.

2. "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.
3. "Employer" -- The term "employer" shall mean the State of California.
4. "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.
5. "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.).
6. "Wages" -- The term "wages" shall mean the compensation prescribed in this Agreement.

B. Pick up of employee contributions

1. 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.
2. Employee contributions made under Subsection A above shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Subsection A above 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.
4. 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.

C. 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.

D. Limitations to operability

This Section 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.

E. 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.

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

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

**8.6 First Tier A Retirement Formula (2% at age 55), First Tier B Retirement Formula (2% at age 60) and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62)/Employee Contribution/Final Compensation**

- A. First Tier members first employed by the State prior to September 1, 2010 are subject to the First Tier A retirement formula.
- B. First Tier retirement members first employed by the State on or after September 1, 2010 and prior to January 1, 2013 and qualify for CalPERS membership are subject to the First Tier B Retirement Formula. The First Tier B Retirement Formula does not apply to:
  - Former state employees who return to state employment on or after September 1, 2010.
  - State employees hired prior to September 1, 2010 who were subject to the Alternate Retirement Program (ARP).
  - State employees on approved leave of absence prior to September 1, 2010 who return to active employment on or after September 1, 2010.
  - Persons who are already members or annuitants of the California Public Employees Retirement System prior to September 1, 2010.
  - Persons excluded from CalPERS membership.

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

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

<b>AGE AT RETIREMENT</b>	<b>First Tier A Formula (2% at Age 55)</b> Employees hired prior to September 1, 2010	<b>First Tier B Formula (2% at Age 60)</b> Employees first hired on or after September 1, 2010 and prior to January 1, 2013	<b>PEPRA Formula (2% at Age 62)</b> Employees eligible for CalPERS membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.00
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

The Government Code section implementing this enhancement specifies factors for attained quarter ages, such as 52<sup>3</sup>/<sub>4</sub>. The retirement quarter factors also apply to past service that is credited under the First Tier A, First Tier B, and the Modified First Tier.

**E. Employee Retirement Contribution**

As stated in Government Code Section 20677.6, effective September 1, 2010, Miscellaneous and Industrial members in the First Tier Retirement or the Alternate Retirement Plan (ARP) subject to Social Security shall contribute ten percent (10%) of monthly compensation in excess of \$513 for retirement.

As stated in Government Code Section 20677.6, effective September 1, 2010, Miscellaneous and Industrial members in the First Tier Retirement or the ARP not subject to Social Security shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement.

F. Final Compensation

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

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

**8.7 State Safety A Retirement Formula (2.5% at age 55), State Safety B Retirement Formula (2% at age 55), and Public Employees' Pension Reform Act (PEPRA) Retirement Formula (2% at age 57) / Employees Contribution/Final Compensation**

- A. State Safety members first employed by the State prior to September 1, 2010 are subject to the State Safety A retirement formula.
- B. State Safety retirement members first employed by the State on or after September 1, 2010 and prior to January 1, 2013, are subject to the State Safety B Retirement Formula. The State Safety B Retirement Formula does not apply to:
- Former state employees who return to State employment on or after September 1, 2010.
  - State employees hired prior to September 1, 2010 who were subject to the Alternate Retirement Program (ARP).
  - State employees on approved leave of absence prior to September 1, 2010 who return to active employment on or after September 1, 2010.
  - Persons who are already members or annuitants of the California Public Employees Retirement System prior to September 1, 2010.
  - Persons excluded from CalPERS membership.

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

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



<b>AGE AT RETIREMENT</b>	<b>State Safety A Formula (2.5% at Age 55) G.C. 21369.1</b> Employees hired prior to September 1, 2010	<b>State Safety B Formula (2% at Age 55 up to 2.5% at Age 60) G.C. 21369.2</b> Employees first hired on or after September 1, 2010 and prior to January 1, 2013	<b>PEPRA State Safety Formula (2% at Age 57) G.C. 7522.25(b)</b> Employees eligible for CalPERS membership for the first time on and after January 1, 2013
50	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55 and over	2.5000	2.000	1.836
56	N/A	2.100	1.918
57 and over	N/A	2.200	2.000
58	N/A	2.300	N/A
59	N/A	2.400	N/A
60 and over	N/A	2.000	N/A

**E. Employee Retirement Contribution**

As stated in Government Code Section 20677.9, effective September 1, 2010, State Safety shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement.

As stated in Government Code Section 20677.6, effective September 1, 2010, Miscellaneous and Industrial members in the First Tier Retirement or the ARP not subject to Social Security shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement.

**F. Final Compensation**

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

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

**G. Once the forensic client population reaches fifty percent (50%) of the total population at Porterville Developmental Center (PDC), the parties to this agreement shall meet**

and confer for the purpose of implementing safety retirement for all PDC employees who are in the miscellaneous retirement category.

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

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.

CAPT and the State continue to support the option for employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier.

Employees who purchase their past service are 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 includes interest at 6 percent, compounded annually.

### **8.9 Industrial Disability Retirement**

Industrial Disability and Special Death Benefits for Bargaining Unit 18 employees at Porterville Developmental Center are specified in Government Code section 20047.5 which reads as follows:

20047.5. "Industrial," with respect to state miscellaneous members, means death or disability on or after January 1, 2002, resulting from an injury that is a direct consequence of a violent act perpetrated on his or her person by a patient or client of the State Department of Developmental Services, at Porterville Developmental Center if both of the following apply:

- (a) The member either (1) was performing his or her duties within a treatment ward at the time of the injury, or (2) was not within a treatment ward but was acting within the scope of his or her employment at the hospital and is regularly and substantially as part of his or her duties in contact with the patients or clients.
- (b) The member, at the time of injury, was either (1) employed in a state bargaining unit for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this Section, (2) excluded from the definition of "state employee" in subdivision (c) of Section 3513, or (3) a non-elected officer or employee of the executive branch of government who was not a member of the civil service.
- (c) Effective July 1, 2006, Unit 18 employees at Sierra Vista and Canyon Springs shall be covered by Industrial Disability and Special Death Benefits pursuant to the provisions of Government Code section 20047.5.

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

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

Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code

Section 430(b). The 2013 limits are \$113,700 for members subject to Social Security and \$136,440 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

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

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

**C. Equal sharing of Normal Cost**

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

**8.11 Preretirement – Alternate Death Benefit**

Eligible Unit 18 members shall be subject to the preretirement "Alternate Death Benefit" as stated in Government Code Section 21547.

**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 CalHR 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 CalHR rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

E. Super SROA

Super SROA provides for placement of employees impacted by layoff to vacancies in the same bargaining unit and classification within the same geographic area. Employees in the same classification designated safety have eligibility to non-safety and vice versa.

Departments filling vacancies within a BU 18 classification impacted by layoff, demotion in lieu of layoff, or mandatory geographic transfer shall offer positions to impacted employees. Employees must meet the minimum qualifications for the vacancy being filled.

The geographic area is defined as the county in which the impacted employee works and those counties that surround the impacted employee's county.

Employees who attain employment under this section do so on a voluntary basis and are not subject to relocation.

F. 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.

G. 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.

H. 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 CalHR 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, CalHR, 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

These BU 18 Post and Bid provisions apply to CDCR, CCHCS, DDS & DSH

Each facility shall maintain two (2) listings. The first will list eligible permanent fulltime Psychiatric Technician/Psychiatric Technician Safety and permanent full-time Psychiatric Technician Assistant/Psychiatric Technician Assistant Safety positions identified as either Post and Bid or Management. The second will list eligible permanent full-time Senior Psychiatric Technician/Senior Psychiatric Technician Safety positions identified as either Post and Bid or Management.

The goal is to equitably divide positions between Post and Bid and Management. When dividing positions the following should be considered:

- By program and/or unit/residence/ward;
- Shift/watch;
- Days off, rotation pattern and/or cycle.

### A. Eligible Positions included in Post and Bid & ratios:

Psychiatric Technician/Psychiatric Technician Safety and Psychiatric Technician Assistant/Psychiatric Technician Assistant Safety positions assigned within a residence/unit/ward working with inmates/patients/wards shall be split and designated as either Post and Bid or Management. Seventy percent (70%) shall be Post and Bid and the remaining thirty percent (30%) shall be management. The designated Post and Bid positions will not exceed seventy percent (70%) in each classification within any one program/unit/residence/ward.

Facilities that employ eight (8) or more Senior Psychiatric Technician/Senior Psychiatric Technician Safety employees shall participate in Post and Bid. Senior Psychiatric Technician/Senior Psychiatric Technician Safety positions assigned within a residence/unit/ward working with inmates/patients/wards shall be split and designated as either Post and Bid or Management. Forty percent (40%) shall be Post and Bid and the remaining sixty percent (60%) shall be management. The designated Post and Bid positions will not exceed forty percent (40%) within any one program/unit/residence/ward.

Positions excluded from Post and Bid & ratios:

- All current Senior Psychiatric Technician/Senior Psychiatric Technician Safety, Psychiatric Technician/Psychiatric Technician Safety and Psychiatric Technician Assistant/Psychiatric Technician Assistant Safety positions assigned to off-unit assignments, as of January 1, 2017.

If additional off-unit assignments are added, then seventy percent (70%) of the total number of new Psychiatric Technician or Psychiatric Technician Assistant positions and forty percent (40%) of the new Senior Psychiatric Technician position shall be designated as Post and Bid. However, the resulting number of new Post and Bid positions shall be equitably divided throughout the entire pool of off-unit assignments.

Probationary employees shall not be assigned to off-unit assignments.

- Positions participating in an Alternate Work Schedule program.

The following classifications are not subject to any of the provision of this Article:

Psychiatric Technician Training Candidate,  
Psychiatric Technician Training Trainee,  
Psychiatric Technician Training Apprentice,  
Pre-Licensed Psychiatric Technician,  
Psychiatric Technician Student, or  
Psychiatric Technician Instructor.

#### B. Posted Positions

If a vacant position is designated as Post and Bid, it should be posted and it shall be in a prominent place where such notices are customarily posted on each program/residence/unit bulletin board and/or it may be advertised in each facilities' publication. The posting(s) shall be provided to the CAPT representative (designated by CAPT), prior to posting for review. Each notice shall remain posted for no less than seven (7) calendar days. Upon mutual agreement between management and CAPT, a "walk up" bid may be conducted. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria if applicable:

1. Identification posting number;
2. Classification;
3. Program and unit/residence/ward;
4. Shift/Watch;
5. Days off, rotation pattern and/or cycle;
6. Deadline for bids to be submitted;
7. Location where bid is to be submitted and to whom.

#### C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be prepared in triplicate (or copied) with the employee submitting the original to the appropriate location identified on the bid notice, 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.

Employees may not rescind a bid once it has been submitted.

Posted positions shall be available for bid only to those full-time, permanent employees in the same civil service classification specified on the notice of post and bid. Employees on probationary status shall not be eligible to bid on posted positions.

Employees on Limited Duty, off work on EIDL, IDL, ENDI or NDI in excess of thirty (30) calendar days may bid on positions provided they assume the assignment within fourteen (14) calendar days of the award. By mutual agreement between CAPT and the State, the time to assume the assignment may be extended. If the employee is unable to assume the position it shall be awarded to the next senior bidder. Employees on Maternal/Paternal/Adoption Leave may bid on positions and will assume the position within one (1) calendar year from the start date of the leave. By mutual agreement between CAPT and the State, the time to assume the assignment may be extended. If the employee is unable to assume the position it shall be reposted on the next Post and Bid list.

#### D. Award and Assignment

1. Within fifteen (15) calendar days after the deadline for bid, the position shall be awarded in writing to the eligible bidding employee with the most seniority (in accordance with Article 9.3). A listing of the award(s) shall be provided to the CAPT representative (designated by CAPT), prior to award, for review. The award notice shall include a start date within the next fourteen (14) calendar days. However, the assignment (start date) may be delayed up to thirty (30) calendar days (or longer by mutual agreement between CAPT and the State) from the date of the award for the following reasons:
  - a. in emergencies;
  - b. where specialized training needs exist;
  - c. where severe staffing shortages exist in the employee's incumbent program; or
  - d. when there is a delay in activating the awarded position.

An employee changing shifts/watches as a result of a successful bid that results in a double shift may request to use leave credits, other than sick leave, to cover the first day of the new assignment. If the requested day is an available slot on the vacation calendar it shall be granted pursuant to Article 6.2(K).

An employee's bid vacation will be honored in the new assignment beginning January 1, 2018. The employee's vacation period shall not be reposted on vacated calendar. Ad Hoc days may be honored in the new assignment and will be reposted on the vacated calendar.

2. If no bids are received, management may temporarily assign staff for coverage needs. Management shall repost the position at least every three (3) months.
3. Employees who agree to take a temporary assignment (special assignment or out-of-class assignment) shall vacate their Post and Bid position if that assignment exceeds one-hundred and twenty (120) days and shall not be rotated out of the assignment to circumvent this Subsection.
4. Employees on IDL and EIDL holding a Post and Bid position shall be returned to their successful bid position.
5. For the purposes of this Subsection, when an awarded Post and Bid position is temporarily vacated, management has the authority to temporarily fill the position until the employee returns.

#### E. Deletions and Changes

To preserve the goal and intent of this Article and Post and Bid, Management shall make every effort not to delete and/or change an awarded Post and Bid position.

1. Prior to deleting or altering an awarded Post and Bid position, any comparable (same classification, same program and unit/residence/ward, same shift/watch or similar days off, rotation pattern and/or cycle) vacant Post and Bid position or Management position must be deleted or altered prior to impacting an employee holding a bid position.
2. If a bid position must be deleted, the incumbent shall be notified of the reason in writing at least fourteen (14) calendar days in advance and the employee may select any vacant Post and Bid position. This shall not count as a new bid.
1. If, because of coverage or other legitimate operational needs, 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 fourteen (14) calendar days in advance.
  - a. If the employee desires to remain in the altered position, he/she shall notify management in writing of that desire within five (5) calendar days and shall remain in the position. This shall not count as a new bid.
  - b. 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.

#### F. 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. The shift lead and/or supervisor shall determine which employee will be floated in accordance with that list. BU 18 employees shall only be floated to cover another BU 18 employee.

#### G. Denial of Bid

1. Employees who have an adverse action taken against them may lose their right to hold a bid position and/or to bid on any positions for a period of up to one (1) year from the effective date of the adverse action 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.
2. Employees who have a pending charge of 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 one (1) year from the date the employee is charged, 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.
3. Employees who receive yearly evaluations which have three (3) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months from receipt of the evaluation, subject to review in three (3) months. The employee must be advised of this at the time the evaluation is issued.



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.

4. An employee shall retain his/her right to bid during an investigation of an allegation of wrongdoing.
  - a. If an employee under investigation is awarded a bid position, he/she shall vacate his/her previous position.
  - b. If the employee is on an administrative reassignment due to the investigation and cannot be assigned to the bid position, the assignment shall be delayed pending the outcome of the investigation.
  - c. Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State.
  - d. Employees who have been absolved of wrongdoing as stated above shall be moved to the awarded bid position.

#### H. Limits on Bid

1. An employee may not make more than one successful bid each twelve (12) months except:
  - a. If an employee's bid position is deleted or altered.

#### I. Nepotism

An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy.  
Representatives of the Association and the State shall meet and review the situation.

Nothing in this Subsection shall prohibit the employee and/or the Association from filing a grievance.

#### J. Administration

- a. At each facility, both CAPT and management shall designate an official who shall be responsible for the administration of the Post and Bid provision.
- b. Upon written request either party may request a meet and discuss regarding any problem or concern with the administration of the Post and Bid procedure. The meet and discuss will be held within thirty (30) calendar days of the request.
- c. Upon written request on a semi-annual basis, the post and bid administrator at each facility shall provide the CAPT representative (designated by CAPT) a report on the status of post and bid in Unit 18. This report shall include a record of all positions posted, bids received and awarded and positions that received no bid.
- d. CAPT and the State shall, upon written request of either party, meet to discuss exchanging a vacant Post and Bid position with a Management Discretion position. The exchange requires mutual agreement.

## K. Disputes

Disputes concerning Post and Bid shall be grievable in accordance with Article 13.

### 9.3 Seniority

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

Any ties in total months of state service seniority shall be broken by:

- a. The employee with the earliest date of hire will be considered the most senior;
- b. Last 4 of the SSN. The employee with the lowest number shall be most senior;
- c. If a tie still exists, it shall be broken by a lot.

### 9.4 Staffing

- A. The minimum adequate level of unit staffing required by the Department of Public Health 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 Public Health. The State shall make every effort to include a minimum of two licensed employees on the NOC shift. In the event a BU 18 member is assigned duties that extend beyond his/her normal daily assignment(s), the shift lead and/or supervisor may need to prioritize the employee's duties.
- 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 for providing unit coverage during staff shortages due to 1:1 assignments and scheduled absences of level of care staff. The committee shall review regulations and facility policies for the purpose of developing recommendations regarding unit coverage. This committee may also work to implement staff registries for the purpose of addressing staff shortages. 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.
- F. When an employee in good faith believes that the unit staffing is below the minimum adequate level as identified in 9.4 A. above, he/she will notify his/her supervisor or designee. The supervisor or designee will immediately investigate the situation and either appropriately correct the situation or proclaim the situation safe and direct the employee to proceed with his/her assigned duties.

If the employee still believes there is a violation of 9.4 A, the employee can immediately appeal that decision to the Executive Director, Chief Executive Officer, Superintendent or designee. The Executive Director, Chief Executive Officer, Superintendent or designee shall respond in writing within two (2) business days. If the issue is not satisfactorily resolved, the employee may file an expedited grievance alleging a violation of 9.4 A. The expedited grievance process is as follows:

The expedited grievance shall be submitted directly to the Department. The grievance statement shall be specific, clear and concise as to why he/she believes that a violation of 9.4 A has occurred. The Department shall respond within three (3) business days of receiving the grievance. If the employee still believes the issue is not satisfactorily resolved, the grievance may be appealed through the grievance process up to the CalHR level.

## **9.5 Personnel File**

- A. There shall be one official personnel file, and a supervisory work file. 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 Subsection H below, 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, whenever possible, prior to placement 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, supervisory working files or other employee files.
- J. Employee personnel files and supervisory files shall be confidential. 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.
- K. One file may be kept on each employee by the supervisor, in a locked, secure file. An employee, and/or the CAPT steward or representative if properly authorized by the employee, may review his/her supervisory working file during regular office hours, subject to the availability of the supervisor.
- L. The supervisor file may not contain medical reports and employee equal opportunity (EEO) records.

## **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.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher class, the employee shall be considered to be working out of class.

### **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 one hundred and twenty (120) calendar days in any twelve (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 (1) 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. Alleged violations of Subsection B, 4, may be filed through the grievance procedure up to the departmental level.

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 California Department of Human Resources referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.
2. The grievance and arbitration procedure described in Subsection D below 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 one hundred and twenty (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 (1) 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. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant, a formal grievance shall be filed on a CalHR 651 (Job Description Form) provided by the State within:

- a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
  - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.
  - c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.
3. 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 grievance procedure in Article 13.
  4. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within forty five (45) calendar days after receipt of the grievance.
  5. 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 fourteen (14) calendar days after receipt to the Director of the California Department of Human Resources.
  6. The Director of the California Department of Human Resources (CalHR) or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
  7. If the grievance is not resolved by CalHR, CAPT shall have the right to submit the grievance to arbitration within thirty (30) calendar days following receipt of CalHR's decision.
  8. Section 13.1 (K) Formal Grievance - Step 4 (Arbitration) 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.

## **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 seven (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 in Section 13.1 of this Agreement but shall be appealed to the State Personnel Board.

## **9.9 Notice of Shift Change**

- A. Before an employee is required to change shifts, management will first make a reasonable effort to secure an acceptable volunteer within the same program where the operational need exists.
  - 1. "Acceptable volunteer" means an employee who is competent to perform the assignment and meets any necessary licensure requirements.
  - 2. At management's discretion, a volunteer may be rejected where approval would result in additional staffing shortages or overtime.
- B. Except in cases of emergency, as stated in 5.1, the State will provide Unit 18 employees with fourteen (14) calendar days advance written notice of permanent shift changes when the change is made at other than the employee's request. The notice shall include the hours of work and RDOs. An employee may request to waive the requirement for advance notice.
- C. 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. An employee may waive the requirement for advance notice. 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) consecutive work days without advanced notice. An employee may waive the requirement for advanced notice. This provision shall be utilized to fill vacant or non-delivered positions of a duration of six (6) or more consecutive work days and shall not be used to fill vacant or non-delivered position of less than six (6) consecutive work days.
- D. If the employee holds a post and bid position, refer to Article 9.2.

## **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. Each annual performance appraisal shall be completed in the employee's birth month. 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. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. If an employee is performing in less than a satisfactory manner, the employee's job performance shall be discussed at least every three (3) 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 third 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. Substandard ratings must be supported by documentation. When a grievance is granted in relation to this performance appraisal, the Performance Appraisal 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 shall 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 management fails to issue a probationary performance report for each interval, as noted on the employee's Notice of Personnel Action (NOPA), then the employee's probationary report for that interval period shall be marked standard. 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 or probationary report 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 Individual Development Plan shall not refer to clinical-based appraisal reports. If a clinical-based appraisal is referred to in the employee's performance appraisal in a negative manner, the employee may file a grievance up to the Facility/Institution level.



## **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 (5) 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 appealed to the California Department of Human Resources within thirty (30) days from the effective date of the AWOL termination.
- C. If a request for reinstatement goes to hearing, the CalHR-appointed Administrative Law Judge (ALJ) shall decide the following:
  - (1) whether the employee was absent for five (5) consecutive working 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, able, and willing 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 ALJ 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, able, and willing 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 ALJ 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 reasonably 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**

The State shall maintain a list in each unit of volunteers for temporary relief of Shift Supervisor (Senior Psychiatric Technician). 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 and/or list eligible for the classification prior to mandatory assignment. Probationary Psychiatric Technicians and unlicensed members of BU 18 shall not be assigned as Shift Supervisors.

## **9.14 Hardship Transfer**

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in

Family Code Section 2967, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship. The request shall be submitted in accordance with Departmental policies.

The State shall endeavor to reassign the employee to a comparable or lessor (if comparable is not available) position in the requested geographical area. If the employee accepts the position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary.

A department shall respond to a request for hardship transfer within 30 days of receipt. If denied, a department shall provide in writing the reason(s) for the inability to grant the transfer. Grievances regarding this Article shall be filed directly at Step 2 of the Grievance procedure. Step 2 shall be the final level of appeal.

## **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. Employees appointed to serve on the committee shall serve without loss of compensation or benefits.

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

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.
- D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believes the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 1 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 1
  - a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within seven (7) calendar days after receipt of the decision to the Executive Director, Warden, Chief Executive Officer or designee as the first level of appeal.
  - b. The person designated by the department head as the first level of appeal shall respond to the grievance in writing within seven (7) calendar days.
2. Health and Safety Grievance – Step 2
  - a. If the grievant is not satisfied with the decision rendered pursuant by the Executive Director, Warden, Chief Executive Officer or designee, the grievant may appeal the decision in writing, within seven (7) calendar days after receipt of the department head or designee as the second level of appeal.
  - b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within seven (7) calendar days. A copy of the written response shall be sent concurrently to the CAPT Headquarters.
3. Health and Safety Grievance – Step 3
  - a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the CalHR as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
  - b. The Director of the CalHR or designee shall respond to the grievance in writing within fourteen (14) calendar days.
  - c. If the grievance is not resolved at Step 3, within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
  - d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
  - e. Arbitration shall be in accordance with section 13.1(K).

## **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:

- A. Identification of infectious disease(s) that are specific to the environment in which the employee works; and

- B. 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.
- C. The Department of Corrections and Rehabilitation and CCHCS 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 State Hospitals, Developmental Services, and Corrections and Rehabilitation agree to continue to maintain personal alarm systems. The Health and Safety Committee at each facility may review any malfunctions of personal alarm systems.

### **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, in accordance with departmental policy.
- 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 sixty (60) calendar days. At the facility's discretion, a limited duty assignment may be extended beyond the sixty (60) 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 in writing to the appeal of the denial within three (3) working days. Request for Limited Duty Assignments shall not unreasonably denied.
- G. Upon written request by CAPT, a facility shall provide a list of all BU 18 members currently placed in a limited duty assignment and the start date of their assignment.

## **10.6 Management of Assaultive Behavior**

- A. MAB or department equivalent 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 in accordance with Article 11.2.
- D. When authorized, employees shall be compensated for attending MAB training.
- E. MAB shall be mandatory within six (6) months of assuming employment.

## **10.7 Employee Assistance Program**

- A. The State recognizes that alcohol or 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.

## **10.8 Emergency Care**

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to advise the employee of their ability to receive treatment and care via the worker's compensation system.
- B. The State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital.
- C. Employees may submit, in writing, their choice of personal physician to utilize in the event of an injury on the job.
- D. 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.
- E. 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.
- F. When a BU18 employee requires emergency care, a BU18 employee may utilize a phone line to notify the BU18 Chapter President of the incident.

## **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 Substance Abuse and Mental Health Services Administration (SAMHSA), where SAMHSA has established such standards. The State will meet and confer with CAPT over the impact if other than SAMHSA standards are established, or if the State wishes to establish standards more stringent than SAMHSA. The State will discuss with CAPT the cut-off levels for substances where SAMHSA 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 a mutually agreed upon date at least six (6) 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 CalHR Rules 599.960 through 599.966 are not subject to the grievance and arbitration procedure of the Contract.

#### **10.10 Workplace Violence Prevention**

- A. In order to provide a safe and healthy workplace for employees, the State agrees to provide "Workplace Violence Prevention" policies and programs.
- B. The State agrees to provide a model Workplace Violence Prevention 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.

#### **10.11 Safety Equipment**

The State is committed to providing protective and safety equipment for the personal protection of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective equipment and/or clothing to be issued, by employee class and job assignment.

At CDCR-DAI, vests shall be maintained in accordance with DOM Section 33020.16.6.

#### **10.12 Referral of Assault / Battery**

The State shall refer all cases involving a ward, inmate, or patient assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

#### **10.13 Incident Debriefing**

- A. Upon request, each Department with twenty-four (24) hour facilities will make accessible to employees the existing policy/procedures governing work-related situations associated with a major incident.
- B. The policy will include procedures that provide referrals and services for employees.

#### **10.14 Duty Statements / Post Orders**

- A. Upon appointment to a Unit 18 position, departments shall provide each Unit 18 employee with a duty statement which describes the duties the employee is expected to perform. Duty statements shall be consistent with the Unit 18 employee's classification specifications.
- B. In CDCR and CCHCS, duty statements may be included in the Post Orders.
- C. Disputes over whether or not the duty statement is consistent with the class specifications shall be resolved through the grievance procedure. The decision reached at Step 2 of the grievance procedure shall be final and not subject to the arbitration clause of this agreement.

## **ARTICLE 11 - COMMITTEES**

### **11.1 Joint Apprenticeship**

- A. It is the policy of the State employer to support the continuation of an apprenticeship program for training Psychiatric Technicians. CAPT and the State agree that the apprenticeship program shall be administered in accordance with the following provisions:
  - 1. The classification of positions and the selection process shall be governed and administered by the California Department of Human Resources and the State Personnel Board.
  - 2. The State retains the right to hire, evaluate and discipline any employees participating in the apprenticeship program, taking into consideration the recommendations of the Joint Apprenticeship Committee.
  - 3. The Joint Apprenticeship Committee shall consist of three (3) representatives selected by CAPT and three (3) representatives selected by the State.
  - 4. The Joint Apprenticeship Committee shall operate under the Joint Committee concept in the administration of the apprenticeship program in accordance with guidelines of the Department of Industrial Relations. The Committee shall oversee the training program for the classes included in the program.
  - 5. The Joint Apprenticeship Committee shall meet no less than once every three (3) months.
  - 6. 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.
  - 7. 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.
- B. The State also agrees to continue working with CAPT to seek alternative means of funding for this program on a continuous basis.

### **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 – *Intentionally Omitted***

### **11.4 Labor/Management Committee on Forensic Safety**

The State agrees to establish a Joint Labor/Management committee to discuss issues related to safety in forensic facilities of the Department of State Hospitals (DSH), the Department of Developmental Services (DDS) and the Department of Corrections and Rehabilitation (CDCR-California Correctional Health Care Services (CCHCS). This committee shall be established within ninety (90) days of ratification of this agreement.

CAPT may designate one (1) State employee member from each forensic facility at DSH, DDS and CDCR-CCHCS who may attend meetings without loss of compensation.

The committee shall meet quarterly and shall issue findings and suggested areas to improve safety at these facilities.

### **11.5 CDCR – Use of Permanent Intermittents and Retired Annuitants**

The parties agree that within sixty (60) days from the date the agreement is ratified, representatives of CAPT and CCHCS will meet for the purpose of discussing the feasibility of a Departmental registry consisting of permanent intermittent employees and retired annuitants. Both parties recognize that the decision on implementation of such a registry rests with management.

## **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 California Victim Compensation and Government Claims Board.
  - 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.
- H. CDCR and CCHCS CAPT stewards shall be granted, based on operational need and with four (4) days advance notice, reasonable time off to provide representation for CDCR and CCHCS Unit 18 members working in another CDCR or CCHCS facility.  
  
The reason for the release shall be for representation matters as defined in 12.1 A.  
  
The CDCR or CCHCS steward shall be released using his/her own time (vac, AL, etc.) and travel costs associated with the release shall be the responsibility of CAPT.  
  
Maximum of 100 hours in a calendar year shall be allowed for Steward release use.

## **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 break rooms 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 break rooms 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 fifteen (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 fifteen (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 four hundred and seventy five (475) days per year of unpaid leaves of absence for purposes of attending CAPT conferences, conventions, schools or job steward training. An employee will be permitted to use their accumulated vacation, PLP, annual leave, CTO or holiday time to cover the unpaid leave.
- 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 State 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 one hundred and thirty (130) percent of that officer's salary. The State shall develop and adhere to a system to bill CAPT for the amount specified above. Each invoice shall reflect the specific dates in the month(s) for which the calculation of the invoice was based. If, after six (6) months, no invoice has been received by CAPT for the previous quarter, the union shall submit a request for invoicing to the department's accounting office, the BU 18 Labor Relations representative for the department and for CalHR.

## **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 (1) full-time or two (2) half-time leaves for two (2) CAPT Chapter officers or chief stewards for the purpose of working full time or part time for the Association. The facility may exercise the option to assign the two (2) 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 one hundred and thirty percent (130%) of that officer's salary. The State shall develop and adhere to a system to bill CAPT for the amount specified. Each Department's Headquarters shall invoice CAPT at least once a quarter. Each invoice shall reflect the specific dates in the month(s) for which the calculation of the invoice was based. If, after six (6) months, no invoice has been received by CAPT for the previous quarter, the union shall submit a request for invoicing to the department's accounting office, the BU 18 Labor Relations representative for the department and for CalHR.
- 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 a 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 for the duration of this agreement, 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.
- H. 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.
- I. 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 twelve (12) months. CAPT shall provide a copy of such notification to the California Department of Human Resources 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**

#### **A. Purpose**

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

#### **B. Definitions**

1. A grievance is a dispute between CAPT and the State or between one (1) or more employees and the State involving:
  - a. The interpretation, application or enforcement of the express terms of this Agreement, or
  - b. Written rules and regulations specifically implementing the enumerated Government Code sections in section 1.7, Supersession.
2. 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.
3. As used in this procedure, the term "party" means CAPT, an employee or the State.
4. A "CAPT representative" means an employee designated as a steward or chief steward, an officer of the Association or a CAPT staff representative.
5. A day is defined as a calendar day.

#### **C. 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 CalHR may waive the State's right to assert a grievance as untimely at any grievance step.

#### **D. Waiver of Steps**

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

#### **E. Employee Rights**

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

#### F. Response

1. 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.
2. 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.

#### G. Informal Discussion

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

#### H. Formal Grievance - Step 1 (Executive Director or Designee)

1. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.
2. A formal grievance may be initiated and shall be in writing on a form provided by the State. The form will be made available on the California Department of Human Resources (CalHR) website. The form shall be filed with the Facility Labor Relations Coordinator or designee in person, by electronic mail, or by US mail, and
  - a. It must be signed.
  - b. It should be specific.
  - c. It should contain a synopsis of the facts giving rise to the alleged violation.
  - d. It must cite the specific Article and Section of this contract alleged to have been violated.
  - e. It must contain the date of the alleged violation if applicable or known.
  - f. It must state the relief or remedy requested.
3. Within twenty-one (21) days after receipt of the formal grievance, the Executive Director, Warden, CEO, 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.

#### 4. Meetings

- a. A meeting with the Executive Director, Warden, CEO, or designee shall be held on request of either party.
- b. It is the intent of both parties that this meeting (if any) shall be held within the twenty-one (21) day response time.
- c. The grievant or CAPT representative or both may attend such meetings without loss of compensation.

- I. Formal Grievance - Step 2 (Department Director or Designee)
  1. 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, CEO, or designee by electronic mail or by US mail.
  2. Within twenty-one (21) days after receipt of the appealed grievance, the Department Director or designee shall respond in writing to the grievant.
  3. 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 twenty one (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.
- J. Formal Grievance - Step 3 (California Department of Human Resources)
  1. 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 California Department of Human Resources or designee by electronic mail, or by US mail.
  2. Within twenty-one (21) days after receipt of the appealed grievance, the Director of the California Department of Human Resources or designee shall respond in writing to the grievant and this shall be the final level of review.
- K. Formal Grievance - Step 4 (Arbitration)
  1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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. The form will be made available on the California Department of Human Resources (CalHR) website.
- C. Complaints shall be discussed with the complainant's immediate supervisor or designee within fourteen (14) calendar days of the event or occurrence giving rise to the complaint.
- D. The immediate supervisor or designee shall respond in writing within fourteen (14) calendar days.
- E. If the complainant is not satisfied with the response of the immediate supervisor or designee, he/she may within thirty (30) calendar days appeal the decision to the Executive Director, Warden, CEO, or designee. The Executive Director, Warden, CEO, or designee shall respond in writing within thirty (30) calendar days.
- F. If the complainant is not satisfied with the response of the Executive Director, Warden, CEO, or designee, he/she may appeal within thirty (30) calendar days to the Department Director or designee. The Department Director or designee shall respond in writing within thirty (30) 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**

A grievance alleging a violation of Section 4.4 (Merit Salary Adjustments), 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 CAPT does not appeal one of the listed contract provisions to expedited arbitration, CAPT may appeal an alleged violation of these sections using Article 13, Grievance and Arbitration Procedure, contained within.

## A. Request

The expedited arbitration shall be requested by CAPT by sending a letter to the California Department of Human Resources 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.

## B. Scheduling

1. The expedited arbitration shall be conducted at the local worksite or other mutually agreed upon locations.
2. The arbitrator may be selected either by mutual agreement or in accordance with Section 13.1 K Formal Grievance - Step 4 (Arbitration).
3. 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 four (4) to five (5) cases per day; however, fewer may be scheduled when there are fewer cases pending scheduling.
4. 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 CalHR 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.
5. The LRB is responsible for notifying CAPT of the dates and times for the hearings.
6. CAPT is responsible for notifying the appropriate local union members of scheduled hearing dates.
7. The LRB is responsible for the mailing of all documents from the second level response to the arbitrator and CAPT.
8. 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.

## C. Hearings

1. 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.
2. 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 (1) day.

3. 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.
4. The arbitrator shall not have the power to add to, subtract from or modify this agreement. Only grievances as defined in Section 13.1 B (Definitions) shall be subject to arbitration.
5. 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.
6. 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.
7. 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.

D. 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 Subsection B below.

- 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.
2. 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.
3. Where the subject matter of the change is subject to negotiations pursuant to the Ralph C. Dills Act.
4. 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. The terms of this agreement shall go into effect on July 1, 2016 and shall remain in full force and effect through July 1, 2019.
- B. In the six-month period prior to the expiration date of the Agreement, the entire Agreement will be subject to negotiation.

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

The State shall not implement a furlough program or mandate a Personal Leave Program during the first year of this agreement, July 1, 2016 to June 30, 2017. Any furlough during the second, or third year of this agreement must be authorized pursuant to an act of the Legislature.

#### **14.4 Continuous Appropriation**

The State and CAPT agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic term of this agreement through July 1, 2019. This will maintain employee salaries and benefits in case of an untimely budget.

## ARTICLE 15 – RETIREE HEALTH DENTAL BENEFITS

### 15.1 Prefunding of Post-retirement Health Benefits

The State and Bargaining Unit 18 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 18; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

- A. Beginning July 1, 2017, the State and Bargaining Unit 18 will prefund retiree Healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

1. July 1, 2017: by 1.3 percent.
2. July 1, 2018: by 1.3 percent, for a total of 2.6 percent.
3. July 1, 2019: by 1.4 percent, for a total of 4.0 percent.

- B. Employees Subject to Other Post Employment (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 18 shall begin contributing immediately, unless they are not subject, as set forth above.

- C. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office. Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.

1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.
2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding,



shall have contributions withheld only from the appointment subject to OPEB prefunding.

3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:
  - a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.
  - b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.

If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.

- D. Contributions will be deposited in the designated state subaccount for BU 18 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with BU18. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."
- E. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
- F. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
- G. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

## **15.2 Post-retirement Health and Dental Benefits Vesting**

- A. The following vesting schedule shall apply to state employees in Unit 18 first employed by the State on or after January 1, 2017.
- B. The portion of the employer contribution toward post-retirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled "Health and Dental Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to state employees who were under a service retirement.

- C. State employees as defined in A above, who become BU 18 employees after January 1, 2017, shall not receive any portion of the employer's contribution payable for post-retirement health and dental benefits unless those employees are credited with 15 years of State service as defined by law.
- D. The percentage of employer contribution payable for post-retirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

<b>Health and Dental Benefits Vesting</b>	
<b>Credited Years of Service</b>	<b>Percent of Employer Contribution</b>
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

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

**15.3 Employer Contribution for Retiree Health Benefits**

- A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed eighty (80) percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the

additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
  2. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.
- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
  2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or B.
  3. This section shall apply to all employees and annuitants first hired on or after January 1, 2017.
- C. State employees and annuitants in BU 18 hired on or after January 1, 2017 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.
- D. This section does not apply to:
1. State employees previously employed before January 1, 2017, who return to state employment on or after January 1, 2017; and
  2. State employees on an approved leave of absence employed before January 1, 2017, who return to active employment on or after January 1, 2017.
- E. The parties agree to support any legislation necessary to facilitate and implement this provision.

## **Contract Completion**

If any existing contract language was not rolled over, the parties will meet and rollover the language.

# ATTACHMENTS

## Appendix A - Unit 18 Salaries

Includes General Salary Increases (GSI) and Special Salary Adjustments (SSA)

Schem. Code	Class Code	Class Title	3% GSI Retroactive to July 1, 2016		3% GSI Effective July 1, 2017		3% GSI Effective July 1, 2018	
TL65	8233	Pre-Licensed Psychiatric Technician	2,930	3,379	3,018	3,480	3,109	3,584
TL66	8254	Pre-Licensed Psychiatric Technician (Safety)	2,930	3,379	3,018	3,480	3,109	3,584
TL60	8232	Psychiatric Technician						
		Range A	3,259	4,116	3,357	4,239	3,458	4,366
		Range B	3,389	4,295	3,491	4,424	3,596	4,557
		Range C	3,526	4,497	3,632	4,632	3,741	4,771
		Range S	4,809	5,171	4,953	5,326	5,102	5,486
		Range T	4,971	5,347	5,120	5,507	5,274	5,672
		Range U	5,154	5,543	5,309	5,709	5,468	5,880
TL61	8253	Psychiatric Technician (Safety)						
		Range A	3,259	4,116	3,357	4,239	3,458	4,366
		Range B	3,389	4,295	3,491	4,424	3,596	4,557
		Range C	3,526	4,497	3,632	4,632	3,741	4,771
		Range P	5,049	5,430	5,200	5,593	5,356	5,761
		Range Q	5,220	5,614	5,377	5,782	5,538	5,955
		Range R	5,413	5,821	5,575	5,996	5,742	6,176
		Range S	4,809	5,171	4,953	5,326	5,102	5,486
		Range T	4,971	5,347	5,120	5,507	5,274	5,672
		Range U	5,154	5,543	5,309	5,709	5,468	5,880
TL72	8229	Psychiatric Technician Apprentice						
		Range A	2,348	2,694	2,418	2,775	2,491	2,858
		Range B	2,424	2,778	2,497	2,861	2,572	2,947
		Range C	2,514	2,886	2,589	2,973	2,667	3,062
		Range D	2,611	2,998	2,689	3,088	2,770	3,181
		Range E	2,711	3,122	2,792	3,216	2,876	3,312
TL55	7425	Psychiatric Technician Assistant	2,635	3,237	2,714	3,334	2,795	3,434
TL56	8236	Psychiatric Technician Assistant (Safety)	2,635	3,237	2,714	3,334	2,795	3,434
TL71	8238	Psychiatric Technician Trainee (Safety)	2,563	2,945	2,640	3,033	2,719	3,124

# ATTACHMENTS

## Appendix A - Unit 18 Salaries

Includes General Salary Increases (GSI) and Special Salary Adjustments (SSA)

Schem. Code	Class Code	Class Title	3% GSI Retroactive to July 1, 2016	5% SSA Effective January 1, 2017	3% GSI Effective July 1, 2017	3% GSI Effective July 1, 2018
TL54	8226	Psychiatric Technician Instructor	4,963	6,648	5,367	7,189
				5,211	6,980	5,528
					3% GSI and 1% SSA Effective July 1, 2017	3% GSI and 1% SSA Effective July 1, 2018
TL50	8231	Senior Psychiatric Technician				
		Range A	3,652	4,660	3,837	4,895
		Range B	3,821	4,872	4,013	5,118
		Range C	4,005	5,106	4,207	5,363
		Range S	5,303	5,707	5,570	5,995
		Range T	5,534	5,995	5,813	6,297
		Range U	5,781	6,292	6,073	6,609
TL51	8252	Senior Psychiatric Technician (Safety)				
		Range A	3,652	4,660	3,837	4,895
		Range B	3,821	4,872	4,013	5,118
		Range C	4,005	5,106	4,207	5,363
		Range P	5,569	5,995	5,850	6,297
		Range Q	5,810	6,292	6,103	6,609
		Range R	6,070	6,607	6,376	6,940
		Range S	5,303	5,707	5,570	5,995
		Range T	5,534	5,995	5,813	6,297
		Range U	5,781	6,292	6,073	6,609

Ranges P, Q and R are applicable to the Psychiatric Technician classifications working in the California Department of Corrections and Rehabilitation, the California Correctional Health Care Services. These ranges are also applicable to those Psychiatric Technician classifications employed at DSH-Stockton, at Salinas Valley Psychiatric Program and the Vacaville Psychiatric Facility.

Ranges S, T and U are applicable to the Psychiatric Technician classifications working in the California Department of Developmental Services and Department of State Hospitals.

## APPENDIX B -- RECRUITMENT AND RETENTION DIFFERENTIALS

### Department of State Hospitals and Developmental Services

<u>Classification</u>	<u>Location</u>	<u>Amount</u>
Psychiatric Technician Instructor	All Facilities	\$300

(Recruitment and Retention differentials shall continue to be subject to CalPERS contributions.)

## **APPENDIX C - Government Code Sections incorporated into the Agreement pursuant to Supersession 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 CalHR 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 CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Requires CalHR to define the effect of absence of 10 days or less on vacation accrual.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19143 Requires CalHR 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 CalHR to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.

- 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 CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
  - 19866 Provides sick leave accumulation for non-civil service employees.
  - 19143 Requires CalHR 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 CalHR rule.
7. Uniforms, Work Clothes and Safety Equipment
- 19850 Definitions.
  - 19850.1 Provides for uniform allowances.
  - 19850.3 Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
  - 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
  - 19850.5 Provides for initial issuance of required safety equipment at State expense.
8. Industrial Disability Leave (IDL)
- 19869 Defines who is covered.
  - 19870 Defines "IDL" and "full pay."
  - 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
  - 19871.1 Provides for continued benefits while on IDL.
  - 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
  - 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
  - 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
  - 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
  - 19876 Payments contingent on medical certification and vocational rehabilitation.
  - 19877 Authorizes CalHR to adopt rules governing IDL.
  - 19877.1 Sets effective date.



9. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes CalHR to establish rules governing NDI.

10. Life Insurance

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

11. Health Insurance

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

12. Workweek

- 19851 Sets 40-hour workweek and 8-hour day.
- 19843 Directs the CalHR to establish and adjust workweek groups.

13. Overtime

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

14. Callback Time

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

15. 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 CalHR to enforce adherence to appropriate standards.

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

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

19992.4 Allows CalHR to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires sixty (60) day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

19143 Requires CalHR to establish rules concerning seniority credits for employees with breaks in service over six (6) months.

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

- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires thirty (30) day written notice prior to layoff and not more than sixty (60) days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

22. Incompatible Activities

- 19990 Requires each 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 eligible on employment lists, or attending a meeting of CalHR or SPB on certain matters.

24. Training

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

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 twenty (20) hour per week work schedule

- Instance A Employee is scheduled and works twenty (20) hours per week during pay period. Employee receives guaranteed monthly pay.
- Instance B During one week, the employee works twenty (20) regularly scheduled hours and an additional eight (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 twenty (20) regularly scheduled hours and an additional eight (8) hours because of operational needs. During this same week, the employee also attended seventeen (17) hours of clinical lab time at the sponsoring facility. The employee receives the guaranteed monthly pay and an additional five (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 twenty (20) hour scheduled work week.

- Instance A Employee is scheduled and works twenty (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 twenty (20) regularly scheduled hours and an additional twelve (12) hours due to operational needs. Employee receives the guaranteed monthly pay and an additional two (2) hours pay at the regular rate of pay. This additional two (2) hours at the regular rate of pay is required

because  $20 + 12 = 32$  which is less than forty (40) but two (2) hours more than the thirty (30) hours provided for in the  $\frac{3}{4}$  time agreement.

Instance C

During one week, the employee works twenty (20) regularly scheduled hours and an additional twelve (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 / non-merit 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.
  - 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).
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.

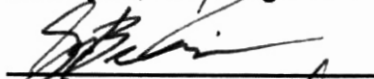
- 4b. Lab time is unpaid and not counted as actual hours worked for the purpose of overtime calculation and liability but is an extension of the school training curriculum.
- 4c. The only exception to 4b. exists when the lab time is performed at the sponsoring DC, \_\_\_\_\_ Developmental Center.
  - 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.

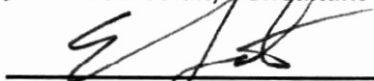
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- 1 Guaranteed weekly salary, regular rate of pay and overtime rate is dependent on the time base of position the trainee is hired upon.

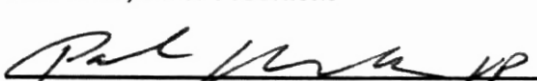
Bargaining Unit 18  
Signature Page

California Association of  
Psychiatric Technicians

  
Ann Lyles, Chief Negotiator

  
Sean Bedrosian, Consultant

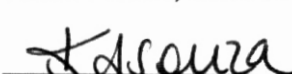
  
Eric Soto, State President

  
Paul Hannula, State Vice President  
Atascadero Chapter

  
Paul Alizaga, State Secretary-Treasurer  
Fairview Chapter

  
Jaime Garcia, Coalinga Chapter

  
Donald Cofer, Community Facilities Chapter

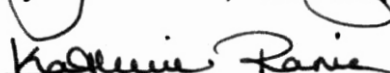
  
Kim Souza, Northern Corrections Chapter

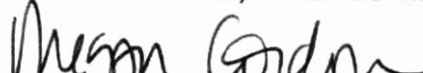
  
Marilyn Hayes, Southern Corrections Chapter


  
Chuck Garcia, Metropolitan Chapter

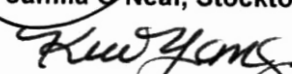
  
Chris Cullen, Napa Chapter

  
Sylvia Hernandez, Patton Chapter

  
Katherine Ramirez, Porterville Chapter

  
Megan Gordon, Sonoma Chapter

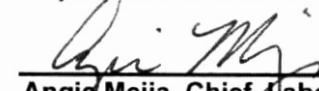
  
Jamila O'Neal, Stockton Chapter

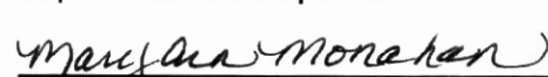
  
Kia Yang, Official Note Taker

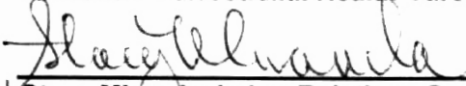
State of California

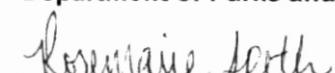
  
Pam Manwiller, Chief Negotiator  
California Department of Human Resources

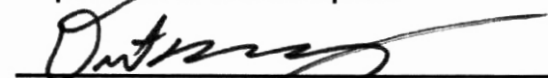
  
Steven Lederer, Chief, Labor Relations  
Department of State Hospitals

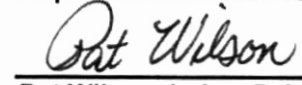
  
Angie Mejia, Chief, Labor Relations  
Department of Developmental Services

  
Mary Ann Monahan, Labor Relations Manager  
California Correctional Health Care Services

  
Stacy Miranda, Labor Relations Specialist  
Department of Parks and Recreation

  
Rosemarie Speth, Labor Relations Specialist  
Department of State Hospitals

  
David Munoz, Principal Program Budget Analyst  
Department of Finance

  
Pat Wilson, Labor Relations Specialist  
California Highway Patrol





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2016 THREE-YEAR  
CAPT CONTRACT  
FOR STATE EMPLOYEES  
IN BARGAINING UNIT 18