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Agreement between the California State Employees Association (CSEA), Bargaining Unit 17 (Registered Nurse) and the State of California, 1999-2001

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Union CSEA (California State Employees Association)

Local Local 1000

Occupations Represented
Registered nurses

Bargaining Agency State of California

Agency industrial classification (NAICS):

92 (Public Administration)

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Notes Bargaining Unit 17 - Registered Nurse

Contact

Full text contract begins on following page.



AGREEMENT
between
STATE OF CALIFORNIA
and
CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)
covering

BARGAINING UNIT 17
REGISTERED NURSE

Effective
07/01/99 through **07/02/01**

**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)
 BARGAINING UNIT 17
 REGISTERED NURSE**

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PREAMBLE

This Memorandum of Understanding (Contract) is made and entered into by and between the State of California (State, or State Employer) pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES ASSOCIATION LOCAL 1000, SEIU, AFL/CIO, CLC (SEIU Local 1000), pursuant to the Ralph C. Dills Act (Dills Act) commencing with Section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety. The term "Contract" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

ARTICLE 1 - RECOGNITION

A. Pursuant to Public Employment Relations Board decision S-SR-17, the State recognizes CSEA Union Local 1000, SEIU, as the exclusive representative for Registered Nurse Bargaining Unit 17, hereinafter referred to as Unit 17. Unit 17 consists of all employees in the job classifications listed by title in Appendix "D" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 17 shall be incorporated in the contract.

B. The State further recognizes the professional nature of the duties and responsibilities of Unit 17 employees in their contribution to the successful performance of the mission of State government.

C. Pursuant to Government Code Sections 19815, 19815.4, and 3517, Union Local 1000, SEIU, recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the contract.

ARTICLE 2 - UNION REPRESENTATION RIGHTS

2.1 Union Representatives

A. Steward Designation

A written list of Union stewards and elected bargaining unit council representatives, broken down by department, unit and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

B. Scope of Representation

The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives and/or Union staff on the following:

1. The enforcement of this contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;
4. Matters scheduled for hearing by the Board of Control;
5. Matters pending before the State Personnel Board;
6. AWOL's and appeals to set aside resignations
7. Discussions with management regarding denials of reasonable accommodation;
8. DPA statutory appeal hearings.

C. Area of Representation

A Union steward's, "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, departments, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 2 (Department Head) of the grievance procedure.

2.2 Access

Union stewards, Union staff, and/or elected bargaining unit council representatives shall not be unreasonably denied nor delayed access to employees to represent them pursuant to Section 2.1 A. above and subject to the constraints listed below. Access shall not interfere with the work of the employees. Union stewards, Union staff or elected bargaining unit representatives seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made. Accommodation of access requests shall include considerations for privacy.

2.3 Use of State Phones

Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

2.4 Distribution of Union Information

A. The Union may use existing employee organization bulletin boards to post material related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards may be installed where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal periods, distribute Union literature in non-work areas. However, the union may not distribute Union literature where there is a potential for parole, inmate, or ward access.

C. Unit 17 job stewards may continue to use existing mailboxes to distribute union literature. This does not include in-baskets.

D. The Union shall be permitted incidental and minimal use of the State electronic communication systems for communication about employee organization activities as those departments permit for other non-business purposes.

Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information. If required by the department, such information will be provided to a departmental designee on a format approved by each department for posting.

E. This information shall not contain language that is libelous, obscene, defamatory, or of a partisan political nature.

2.5 Use of State Facilities

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

2.6 Union Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1 A. of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for this purpose is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with the Union on representational matters in accordance with Section 2.2 above during work hours, subject to operational need and approval of the employee's supervisor.

2.8 Union Steward Protection

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

2.9 Union Information Packet

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Contract as well as a packet of Union information, both of which have been supplied by the Union.

2.10 New Employee Orientation

Consistent with Section 2.2 of this contract, a Union staff member or designee will be afforded the opportunity to meet with Unit 17 employees for up to twenty (20) minutes during any regularly scheduled new employee orientation session, for orientation of the employees to the contract and the Union. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable State travel time to and from the presentation.

ARTICLE 3 - ORGANIZATIONAL SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union, the State agrees to calculate, deduct and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for CSEA, SEIU Local 1000, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct and transmit Fair Share fees to the Union based upon revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this agreement. The State and The Union agree that a system of authorized dues deductions and a system of 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:

1. When Fair Share Fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share Fee, if such a fee is applicable.
2. The Union agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Section and the deductions arising therefrom.
3. The Union agrees to annually notify all State employees in Unit 17 who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
4. No provision of this Section nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controllers Office within thirty (30) calendar days prior to the expiration of this Contract.

3.2 Home Addresses

A. Home Addresses – Generally

Consistent with PERB regulations and State law, the State shall continue to provide the union with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires.

Notwithstanding any other provision of this agreement, any employee may have his/her home address withheld from the union at any time by submitting a written request to his/her appointing power on a form provided by the State.

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

Effective one month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 17 employees who perform non-law enforcement related functions with the option of having their home address withheld from the Union. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

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

Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 17 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office will send the Union a list of all Unit 17 employees who, pursuant to subsection (c) above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. The State Controller's Office will also send the union a list of all Unit 17 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings By The State

The State will mail union information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach Unit 17 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity or organization. Employee addresses shall only be used by the Union for representational purposes.

G. Nature of Material

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

H. Costs Reimbursable

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

I. Hold Harmless and Indemnification

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

ARTICLE 4 - STATE RIGHTS

A. Except for those rights which are expressly abridged or limited by this Contract, all rights are reserved to the State.

B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion; to lay off, assign, schedule and train employees; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

ARTICLE 5 - GENERAL PROVISIONS

5.1 No Strike

A. During the term of this Agreement, neither the Union nor its agents nor any Bargaining Unit 17 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

B. The Union agrees to notify all of its officers, stewards, chief stewards and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

5.2 No Lockout

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

5.3 Individual Agreements Prohibited

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with CSEA Local 1000 concurrence.

5.4 Savings Clause

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

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

5.5 Reprisals

The State and CSEA Local 1000 shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

5.6 Supersession

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

A. Government Code Sections

1 General

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

2 Step Increases

- | | |
|-------|---|
| 19829 | Requires DPA to establish minimum and maximum salaries with intermediate steps. |
|-------|---|

- 19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
 - 19834 Requires MSA payments to qualifying employees when funds are available.
 - 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.
 - 19836 Provides for hiring at above the minimum salary limit in specified instances.
 - 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)
- 3 Vacations**
- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
 - 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
 - 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.
- 4 Sick Leave**
- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
 - 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
 - 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
 - 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
 - 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.
- 5 Uniforms, Work Clothes, and Safety Equipment**
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 6 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 disabled more than 14 days.

- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.
- 7 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; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
 - 19884 Filing procedures; determination and payment of benefits.
 - 19885 Authorizes DPA to establish rules governing NDI.
- 8 Life Insurance**
 - 20750.11 Provides for employer contributions.
 - 21400 Establishes group term life insurance benefits.
 - 21404 Provides for Death Benefit from PERS.
 - 21405 Sets Death Benefit at \$5,000 plus fifty percent (50%) of one year's salary.
- 9 Health Insurance**
 - 22816 Provides for continuation of health plan coverage during leave of absence without pay.
 - 22825 Provides for employee and employer contribution.
 - 22825.1 Sets employer contribution.
- 10 Workweek**
 - 19851 Sets 40-hour workweek and 8-hour day.
- 11 Overtime**
 - 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
 - 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
 - 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
 - 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
- 12 Deferred Compensation**
 - 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 13 Relocation Expenses**
 - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

- 14 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.
- 15 Unpaid Leave of Absence**
 - 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
 - 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
 - 19991.6 Provides one year of pregnancy each or less as required by a permanent female employee.
- 16 Performance Reports**
 - 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
 - 19992.3 Provides for the use of performance reports in determining salary increases and decreases, layoffs, transfers, demotions and dismissals.
- 17 Involuntary Transfers**
 - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
 - 19994.1 Authorizes involuntary transfers. Requires sixty (60) days prior written notice when transfer requires change in residence.
 - 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.
- 18 Demotion and Layoff**
 - 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
 - 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
 - 19997.8 Allows demotion in lieu of layoff.
 - 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
 - 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
 - 19997.11 Establishes reemployment lists for laid-off or demoted employees.
 - 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
 - 19997.13 Requires 30-day written notice prior to layoff and not more than 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.

- 19998.1 Provides for the use of State restrictions of appointments. (SROA)
- 19 Incompatible Activities**
- 19990 Requires each appointment power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.
- 20 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.
- 21 Overpayment/Payroll Errors**
- 19838 Provides for methods of collecting overpayments and correcting payroll errors.

5.7 Non-Discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, disability, sexual orientation, or political affiliation.

B. Allegations of discrimination shall not be subject to the grievance and arbitration procedure, but may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

5.8 Sexual Harassment

A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved. A copy of the State's policy will be distributed to all Unit 17 employees in departments identified by the Union and verified by the State as not having previously distributed this policy. If the State makes revisions to the policy, the State will distribute the policy to all Unit 17 employees.

B. Allegations of sexual harassment shall not be subject to the grievance and arbitration procedure, but may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

6.2 Definitions

A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the terms of this Contract.

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the State Personnel Board. Complaints shall only be processed as far as the department head or designee.

C. As used in this procedure, the term "immediate supervisor" means a non-rank and file individual identified by the department head or designee.

D. As used in this procedure, the term "party" means the Union, an employee, or the State.

E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

6.3 Time Limits

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

6.4 Waiver of Steps

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

6.5 Response

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

6.6 Presentation

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a union steward, or both, may attend without loss of compensation. A union representative or job steward may request a meeting at the 1st or 2nd step.

6.7 Informal Discussion (Supervisor)

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

6.8 Formal Grievance - Step 1 (Facility Head / Department Program Manager)

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than fourteen (14) calendar days after the supervisor's response.

B. A formal grievance may be initiated and shall be in writing on a form provided by the State and shall be filed with the person designated by management as the first formal level of review. (In 24-hour facilities this will typically be the facility Labor Relations Coordinator or designee.) The grievance shall be signed, specific, contain a synopsis of the facts giving rise to the alleged violation, cite the specific Article(s) and Section(s) of this contract alleged to have been violated, contain the date of the alleged violation if applicable or known, and state the relief or remedy requested.

C. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated as the first formal level of review 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 Contract.

D. Upon request by either party, an additional seven (7) calendar days shall be granted under paragraph A. or C. above.

6.9 Formal Grievance – Step 2 (Department Head)

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days to the department head or designee.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the department head or designee shall respond to the grievance.

C. At CSEA's request, and with mutual agreement, a meeting at the work location or other mutually agreed upon location shall be held for the purpose of discussing the grievance. Time limits applying to the grievances shall be extended so that the parties can discuss more than one grievance, if necessary.

D. The grievant or CSEA representative, or both, may attend such meetings without loss of compensation.

E. Within 21 calendar days after the meeting, the Department shall respond in writing to the grievance.

F. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, 1108 'O' Street, Sacramento, California, 95814.

6.10 Formal Grievance - Step 3 (Department of Personnel Administration)

A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

6.11 Formal Grievance - Step 4 (Arbitration)

A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration.

B. Within seven (7) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service to submit to them a panel of ten (10) arbitrators from which the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

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

E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in Section 6.2 A. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.12 Health and Safety Grievance

All Health and Safety grievances (filed under Section 10.1 of this contract) deemed necessary for expedited processing shall first be appealed directly to the first formal level of the grievance procedure pursuant to the modified time limits set forth below:

A. Health and Safety Grievance - Step 1(Facility head / Department Program Manager)

1. If the grievant is not satisfied with the informal decision rendered by his/her supervisor pursuant to Section 6.7 of this Article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the first formal level of appeal.

2. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.

B. Health and Safety Grievance - Step 2 (Department Head)

1. If the grievant is not satisfied with the decision rendered pursuant to Health and Safety Grievance - Step 1, the grievant may appeal the decision within fourteen (14) calendar days of receipt to the department head or designee as the second formal level of appeal.

2. Within fourteen (14) calendar days after the receipt of the appealed grievance, the person designated as the second formal level of appeal shall respond in writing to the grievance.

3. If the grievance is not resolved at Health and Safety Grievance - Step 2, within thirty (30) calendar days after the receipt of the second step response, the Union shall have the right to submit the grievance to arbitration.

C. The selection of the arbitrator shall be in accordance with Section 6.11B. of this Article, and the case must be before an arbitrator within twenty (20) calendar days.

ARTICLE 7 - HOLIDAYS

A. All full-time employees shall be entitled to such holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25.

C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July.

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

E. The Department head or designee shall attempt to grant an employee's request for a personal holiday on the day of his/her choice subject to operational needs.

F. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of holiday credit per fiscal year per said holiday.

H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.

I. When a full-time employee in Workweek Group E is required to work a holiday, the employee shall only receive eight (8) hours of holiday credit.

J. For the purpose of computing the number of hours worked, time during which an employee in Workweek Group 2 is excused from work because of a holiday, shall be considered as time worked by the employee.

K. 24-Hour Facilities

1. When other than a permanent intermittent employee in Workweek Group 2 is required to work on a holiday, such employee shall receive one and one-half (1-1/2) pay for all hours worked on the holiday plus, at the department's option, either holiday credit or cash compensation in accordance with the Chart for Computing Leave and Holiday Credit for All Fractional Time Base Employees – Vacation & Sick Leave (included as Appendix A to this contract). Permanent intermittent employees shall receive straight time for all hours worked on a holiday unless such time exceeds forty (40) hours in a workweek (168 hour or seven consecutive 24-hour periods.)

2. When the holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive only eight (8) hours of holiday credit.

3. Employees shall receive holiday credit on the day on which the holiday occurs. Employees who work the nocturnal shift (NOC) shall receive holiday credit for the shift which ends on the holiday.

L. Less than full-time employees shall receive holiday credits in accordance with Department of Personnel Administration rules and the Chart for Computing Leave and Holiday Credit for All Fractional Time Base Employees – Vacation & Sick Leave (included as Appendix A to this contract).

ARTICLE 8 - LEAVES

8.1 Vacation Leave

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

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

An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under Subsection A. above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full-time accrue vacation in accordance with the Chart for Computing Leave and Holiday Credit for All Fractional Time Base Employees - Vacation & Sick Leave (included as Appendix A to this contract).

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 six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

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

F. The time when vacation shall be taken by the employee shall be determined by the department head or designee.

G. By June 1 of each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Section 8.1 D. must submit to their supervisor a plan to use vacation to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation to reduce the vacation balance, or partial balance on December 31 below the cap specified in Section 8.1 D.

H. Vacation leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Article shall not be affected by employee(s) entering the work unit after the schedule has been established.

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

J. Vacations will be cancelled only when operational needs require it.

K. Unit 17 employees are authorized to use existing fractional vacation hours that may have been accumulated.

L. Vacation leave may be requested and taken in fifteen (15) minute increments.

8.2 Annual Leave Program

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 twenty-four (24) months have elapsed from date of enrollment.

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

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

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

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

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

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

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

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

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

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

H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.

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

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 8.3, Sick Leave, of this Agreement.

K. The enhanced non-industrial disability insurance (ENDI) in Article 9 applies only to those in the annual leave program described above in this Section.

L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months have 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% of gross salary).

M. The Union agrees to support legislation to amend Government Code Section 19858.3 and Section 19858.5 pertaining to Annual Leave.

8.3 Sick Leave

A. As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy.
2. Exposure to a contagious disease which is determined by a physician to require absence from work.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) work days per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in Bargaining Unit 17 shall earn eight (8) hours of credit for sick leave with pay.

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

1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro-rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the Chart for Computing Leave and Holiday Credit for All Fractional Time Base Employees – Vacation & Sick Leave (Appendix A).

2. Multiple positions under this rule:

- a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position.
- b. Where an employee holds two (2) or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and, when applicable, the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences. If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

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

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

F. Sick leave may be accumulated without limit.

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

H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one (1) month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than 6 months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

I. When an employee's sick leave balance is zero, other leave credits such as vacation, annual leave, compensating time off (CTO), personal leave program (PLP), personal holiday, or holiday credit may be substituted with the supervisor's approval, and shall not be unreasonably denied.

8.4 Family 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 Family Medical Leave Act (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, spouse, or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. In the development of departmental policy, the State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) referred to collectively as "FMLA". Such policies shall be distributed to department employees when new policies are established or when changes to existing policies take place.

C. For the purposes of providing the 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 Article 8.9 (Catastrophic Leave) of this contract.
 - a. FMLA absences due to illness and/or injury may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and leave credit usage of an FMLA leave will be administered in accordance with by Article 8.9 (Catastrophic Leave) 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 8.9 (Catastrophic Leave) 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, including unpaid leave, at the employee's discretion. Except in accordance with Section 8.9 (Catastrophic Leave) of this contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

D. An eligible employee shall be entitled to a maximum of twelve (12) work weeks (480 hours) FMLA leave per defined year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this contract. Nothing in this contract should be construed to allow the State to provide less than that provided by the FMLA.

E. 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.

F. FMLA leave shall be recorded in accordance with the twelve (12) month "rolling backward" year. A "rolling" 12-month period is measured backward from the date the employee uses any FMLA leave. Each time an employee takes an FMLA leave, their remaining leave entitlement is any balance of the twelve (12) work weeks that has not be used during the preceding twelve (12) months.

G. Upon return from an FMLA leave, an employee shall be provided a comparable position with the same rights and benefits received at the time the FMLA leave began.

H. For the purpose of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with DPA Rules 599.608 and 599.609.

I. Any appeals regarding an FMLA decision should be directed to the departmental head or designee. FMLA is a federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CRFA are state laws which are administered and enforced by the Department of Fair Employment and Housing. FMLA/CFRA does not supersede any article of this contract where the contract provides greater family or medical leave rights. This section is not subject to the grievance and arbitration procedure.

8.5 Parental/Adoption Leave

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom, care for the newborn child, or for the adoption of a child for a period not to exceed one (1) year. The employee shall provide medical/legal substantiation to support her request for pregnancy/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth/adoption of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child or for his adoption of a child. The employee shall provide medical/legal substantiation to support his request for parental/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

C. If the request for parental/adoption leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

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

8.6 Union Leave

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a Union bargaining council member, steward or chief steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

1. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
2. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-three percent (33%) of the affected employee's salary, for all the time the employee is off on a union leave.
3. The affected employee shall have no right to return from union leave earlier than the agreed upon date without the approval of the employee's appointing power.
4. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
5. Employees on a union leave shall suffer no loss of compensation or benefits.
6. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
7. Employees on union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

8. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

8.7 Unpaid Leave of Absence

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

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

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

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

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

A leave of absence shall be terminated by the department head or designee:

1. at the expiration of the leave; or
2. prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

8.8 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. For night jury duty and twenty-four (24) hour facilities, the State shall adjust an employee's work shift and/or work schedule (including regularly scheduled days off) to accommodate jury duty and necessary travel time requirements.

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.

8.9 Catastrophic Leave

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

1. Sick leave credits cannot be transferred.
2. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, child, parent or spouse's parent.
3. The receiving employee has exhausted all leave credits.
4. The donations must be in whole-hour increments and credited as vacation or annual leave.
5. Transfer of annual leave, vacation, compensating time off, personal leave program and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
6. The total leave credits received by the employee shall not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
7. Donations shall be made on a form to be developed by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
8. This section is not subject to the grievance and arbitration article of this contract.

8.10 Catastrophic Leave: Natural Disaster

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

1. Sick leave credits cannot be transferred.
2. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principle residence.
3. The receiving employee has exhausted all leave credits.
4. The donations must be in whole-hour increments and credited as vacation or annual leave.
5. Transfer of annual leave, vacation, compensating time off, personal leave program and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
6. The total leave credits received by the employee shall not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
7. Donations shall be made on a form to be developed by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
8. This section is not subject to the grievance and arbitration article of this contract.

8.11 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to the death of his/her parent, step-parent, spouse, child, grandchild, grandparent, brother, sister, step-child, or adopted child or the death of any person residing in the immediate household of the employee at the time of death. 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.

B. If the death of a person as enumerated in Subsection A. above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave or authorized leave without pay. Should additional leave be necessary, the department head or designee may authorize the use of CTO, vacation, annual leave or authorized leave without pay.

C. A department head or designee shall authorize annual leave, vacation, compensating time off, or personal leave program for a permanent full-time or probationary full-time State employee due to the death of his/her mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such leave shall be authorized for up to three (3) regular workdays (24 hours) per 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.

D. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employee's fractional time base in accordance with the Chart for Computing Leave and Holiday Credit for All Fractional Time Base Employees – Vacation & Sick Leave (included as Appendix A to this contract).

8.12 Personal Leave

A. Personal leave on an employee's leave account shall be requested and used by the employee in the same manner as vacation. Requests to use personal leave must be submitted in accordance with departmental policies on vacation.

B. Upon permanent separation from State employment, an employee shall be paid for unused personal leave credits in the same manner as vacation.

C. Nothing in this section precludes the employer from offering a cash out program for all or a portion of unused personal leave. Personal leave credits shall be cashed out at the employee's salary rate at the time the personal leave payment is made. Cash out programs, if offered, may differ from department to department and employee to employee.

8.13 DDS Vacation Scheduling: Two Vacation Period Scheduling Method

A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 17 (Registered Nurse) employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of level-of-care employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during year. Non-client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.

B. During the period of October 1 to October 31, all employees, without regard to bargaining unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
3. During the above period, management will not intervene to resolve conflicts in the vacation requests.

C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). The employee has the right to be present during the coin toss. If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden as determined by management, or the employee may bid on the remaining unbid vacation time.

D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.

E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.

F. When an employee cancels a vacation period, the state shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.

G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.

H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.

I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

ARTICLE 9 - HEALTH AND WELFARE

9.1 Health, Dental and Vision Care Benefits

A. Health Benefits

1. Contributions

a. From July 1, 1999 to December 31, 1999, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

(1) The State shall pay \$174 per month for coverage on an eligible employee.

(2) The State shall pay \$332 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$432 per month for coverage of an employee plus two or more dependents.

b. From January 1, 2000 to June 30, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

(1) The State shall pay \$174 per month for coverage on an eligible employee.

(2) The State shall pay \$346 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$452 per month for coverage of an employee plus two or more dependents.

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

2. Eligibility

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

b. Permanent Intermittent Employees

(1) 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.

(2) 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.

c. Family Member

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

3. The Union agrees to support legislation to amend Section 22825.3 to clean up the Health Benefit Vesting language.

B. Dental Benefits

1. Contributions

a. From July 1, 1999 to July 31, 1999, the State agrees to pay the following contribution for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by DPA.

The State shall pay \$23.97 per month for coverage of an eligible employee.

The State shall pay \$43.41 per month for coverage of an eligible employee plus one dependent.

The State shall pay \$63.54 per month for coverage of an eligible employee plus two dependents.

b. From August 1, 1999 to June 30, 2001, The State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by DPA.

The State shall pay \$30.70 per month for coverage of an eligible employee.

The State shall pay \$55.60 per month for coverage of an eligible employee plus one dependent.

The State shall pay \$81.38 per month for coverage of an eligible employee plus two or more dependents.

2. Eligibility

a. Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection A.2 (a).

b. Family member eligibility for dental benefits will be the same as that prescribed for health benefits under subsection A.2 (c).

3. Coverage During First 24 Months Of Employment

Employees appointed into State service on or after January 1, 1993, and who meet the above eligibility criteria, will not be eligible for enrollment in the State sponsored fee-for-service plan until they have completed 24 consecutive months of employment without a permanent break in service. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the fee-for-service plan.

4. Delta Dental Surplus

The State agrees that Unit 17's share of the money remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then said amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. The Union agrees that this is a full and final settlement and release of all known and all unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992 - 1995 collective bargaining agreement.

5. The union agrees to support legislation to add Government Code Section 22955 relating to dental vesting.

C. Vision Benefit

1. Program Description

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

2. Eligibility

- a. Employee eligibility for vision benefits will be the same as that prescribed for health benefits under subsection A.2 (a).
- b. Family member eligibility for vision benefits will be the same as that prescribed for health benefits under subsection A.2 (c).

D. Exempting DPA From Public Contract Code

The Union agrees to support legislation to amend Sections 10295 and 10430 and add Section 10344.2 to the Public Contract Code exempting DPA contracts for health benefits, occupational health and safety, training services and/or a combination from Office of Administrative Law review.

E. Pre-retirement Death Continuation of Benefits

The union agrees to support legislation that would add Government Code Section 19849.15 to provide for the continuation of benefits to a surviving spouse.

9.2 Rural Subsidy Program

A. Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 17 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 17 members.

The program shall operate in the following fashion:

1. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section 22825.01. For Bargaining Unit 17 members, payments shall be on a monthly basis.
 - a. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
3. The money shall be available for use as defined in Government Code Section 22825.01.
4. Pursuant to Government Code Section 22825.01, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 17 members, as one of several similar accounts.
5. Each Unit 17 employee shall be able to utilize up to \$1,500 per year, pursuant to said government code section, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.
6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described, then the unused monies shall be put in a "same year pool". That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the government code. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.

a. Any employee not in Bargaining Unit 17 all year shall receive credit under this paragraph 6 utilizing the same pro rata formula as in paragraph 2 above.

b. If an employee is entitled to less than \$25.00 under this paragraph 6, the money shall instead go into next year's fund pursuant to paragraph 6 hereafter.

7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the government code were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the government code exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the government code and monies still remained in the pool.

8. Beyond the text of Government Code Section 22825.01, the parties will structure and administer the fund in accordance with all applicable IRS and other regulatory statutes and rules.

9. Interest earned from the fund(s), shall be used to offset administrative costs.

10. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.

9.3 Pre-Tax of Health/Dental Premium Cost

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.

9.4 Employee Assistance Program

A. The State recognizes that alcohol, nicotine, 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, nicotine, drug, and 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, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits, and vacation / annual leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, 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 all Employee Assistance Program Coordinators shall be furnished to Union annually.

C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, nicotine, drug, or stress-related problems confidential, such records shall not be included in the employee's personnel file.

D. All departments except the Department of Developmental Services employing Unit 17 employees shall participate in the State's external Employee Assistance Program (EAP). CSEA and the Department of Developmental Services will meet to discuss CSEA's concerns with the Department's EAP Program and discuss the desirability of alternative EAP Program(s) no later than March 1, 2000.

E. The name and phone number of each department's Employee's Assistance Program Coordinator shall be readily available during work hours to all Unit 17 employees.

The name of the external EAP contract provider and the telephone number for employee's self-referral shall be readily available during work hours to all Unit 17 employees.

F. Within sixty (60) days of the contract's effective date the Union shall be provided with: (1) the name and phone number of the external EAP contract provider; (2) a list of all department Employee Assistance Program Coordinators and their respective phone numbers. The Union shall be provided with annually updated lists.

G. A Unit 17 employee may utilize the Employee Assistance Program without the knowledge of any management representative.

H. The records concerning an employer's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, department Employee Assistance Program Coordinator or EAP provider shall disclose the nature of the employee's treatment or the reason for the employee's leave absence. Records of such referrals shall not be kept in the employee's personnel or medical record file.

9.5 Presumptive Illness

When required by Cal OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal OSHA regulations.

9.6 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the Department of Industrial Relations' Rating Bureau's Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

E. The prompt treatment of injury and/or transportation of the employee shall have precedence over the gathering of information or completing forms.

9.7 Independent Medical Examinations

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation program.

B. The purpose of such independent medical evaluations is not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.

C. If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

9.8 Employee Injury or Disability

Employees shall be eligible for Industrial Disability Leave provided in Government Code Sections 19869 through 19877.1, and Non-Industrial Disability in accordance with Section 9.15 of this Contract.

9.9 Light/Limited Duty Assignments

A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond 60 days.

It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.

B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.

D. Nothing in this section shall be construed to contravene the State Personnel Board's constitutional and/or statutory authority to determine the appropriate classification of assigned duties, to require reasonable accommodation of an employee or applicant with a disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract.

9.10 Flexible Benefit Program

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

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

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

9.11 Continuation of Flexible Benefits Program

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

9.12 Reasonable Accommodation

A. Within State Personnel Board policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of a disabled employee. Such efforts shall include the types of reasonable accommodation specified by the State Personnel Board.

B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 6 of this Agreement. Complaints alleging denial of reasonable accommodation shall be appealed to the State Personnel Board through the complaint procedure specified by the Board.

9.13 Alternative Pre-Retirement Death Benefit

The Union agrees to support legislation that would provide State employees with an improved "alternative pre-retirement death benefit" and for the ability for the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage. (Government Code Sections 21847 and 21847.5)

9.14 Long Term Care Insurance Plan

A. Employees in classes assigned to Bargaining Unit 17 are eligible to enroll in any long term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

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

9.15 Non-Industrial Disability Insurance

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

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding twenty-six (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 when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctors' offices are not included.

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 or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed one hundred percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under Subsection B. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

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

H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (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 nine hundred sixty (960) hours of compensated work.

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

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

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

9.16 Enhanced Non-Industrial Disability Insurance

This Enhanced Non-Industrial Disability (ENDI) provision is only applicable to employees participating in the annual leave program referenced in Section 8.2 (Annual Leave).

ENDI is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

A. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at fifty percent (50%) of their gross salary, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an ENDI claim, an employee may elect either the fifty percent (50%) ENDI benefit rate or a supplementation level of seven-five percent (75%) or one hundred percent (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.

B. 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 when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital surgical unit or licensed surgical clinic. Procedure rooms and doctors' offices are not included.

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

D. 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.

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

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

G. 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 eighteen (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 nine hundred sixty (960) hours of compensated work.

H. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

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

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

K. 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.

L. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in Section 9.15 (Non-Industrial Disability Insurance), such benefits are limited to \$135.00 per week.

9.17 Industrial Disability Leave with Supplementation

A. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.

B. In the event that the disability exceeds twenty-two (22) work days, the employee will receive 66 and 2/3% of gross pay from the twenty-third (23rd) work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.

C. The employee may elect to supplement payment from the twenty-third (23rd) work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.

F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

G. An employee may elect to supplement Vocational Rehabilitation Maintenance Allowance, which is provided pursuant to Section 10125.1, Title 8, California Code of Regulations, with leave credits.

H. The State and Union agree to support legislation to amend Government Code Section 19863.1, to allow an employee to supplement Vocational Rehabilitation Maintenance Allowance with leave credits.

I. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

9.18 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the Department of Corrections or the Department of the California Youth Authority 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 by an inmate, ward, or parolee, 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. An employee working in the Department of Developmental Services, the Department of Mental Health, or the Department of Veterans Affairs 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 by a patient, client, inmate, or resident 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.

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. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault as determined by the department director or designee. This benefit shall not be applied to either presumptive illness, stress-related disabilities, or physical disability having mental origins. 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 second step (department head) 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 fifty-two (52) weeks (365 calendar days) within two (2) years of the first day of lost time. The employee's full gross salary is reduced by the amount of federal and state income tax and OASDI or Medicare to establish the "EIDL reduced gross". The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administrative charge, tax sheltered annuity or Flex-Elect will not be withheld from EIDL payments. EIDL payments are not reported as taxable wages or other compensation on the Form W-2.

F. EIDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his or her eligibility for EIDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). EIDL would be paid in lieu of VRMA.

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. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within twenty-four (24) hours after a job-related injury. Within five (5) working days after such notice of injury, the Health and Safety Officer shall provide the injured employee with written information concerning the rights, benefits and obligations under the worker's compensation law.

I. Within five (5) working days after denial of IDL or EIDL, the Health and Safety Officer shall provide the injured employee written notice of the reason for denial.

J. Claims of EIDL benefits must be filed within one (1) year from the date of the incident causing the injury.

9.19 State Disability Insurance

The State agrees to study the feasibility of providing the opportunity to Bargaining Unit 17 employees to participate in the State Disability Insurance Program. The study shall include but not be limited to: comparable cost of participation by both the employee and the employer, comparable benefits, legal implications, and ease of administration. This study shall be completed by June 1, 2000.

ARTICLE 10 - HEALTH AND SAFETY

10.1 Health and Safety Committees

A. The State is committed to provide a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

B. The parties agree that Joint Union/Management Health and Safety Committees are appropriate in many areas of State employment. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee. Additional Joint Union/Management Health and Safety Committees may be established as appropriate for the larger departments. The 24-hour institutions agree to continue local work-site health and safety committees.

C. Joint Union/Management Health and Safety Committees may consist of no more than one (1) representative from each bargaining unit in the area served by each Joint Union/Management Health and Safety Committee. The State may appoint an equal number of State representatives.

D. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.

E. Employees appointed to serve on the Committee shall serve without loss of compensation.

F. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. "Clear and present danger" is defined as a situation, circumstance, or condition that is an immediate and recognizable physical threat to the life of or serious physical injury to the employee. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe, normally after consulting with higher level management, and direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the unsafe condition exists, the Union or the employee may file a grievance alleging a violation of this section under Section 6.12 (Health and Safety Grievance Procedure) of the contract.

G. To the extent permitted by law, copies of all employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and remain confidential.

10.2 Safety Orientation

A. Unit 17 employees in twenty-four (24) hour facilities shall be provided orientation which includes safety policies, procedures, CPR, and the use of safety devices, within forty-five (45) days of hire.

B. Safety orientation in other facilities shall be provided within forty-five (45) days; however, CPR training will be made available within twelve (12) months of hire.

10.3 Management of Assaultive Behavior Training

A. Department of Mental Health and the Department of Developmental Services:

1. Management of Assaultive Behavior (MAB) training shall be mandatory.
2. 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. MAB training shall be mandatory within six (6) months of assuming employment.
3. Employees shall be compensated for attending MAB training.
4. Representatives of CSEA (Unit 17) may meet with DDS for the purpose of discussing the need to form a statewide MAB Committee.
5. Upon request of the Union, the Department of Mental Health agrees to schedule a meeting at the headquarters level to consider the Union's suggestions relating to the MAB program in DMH.
6. The Union shall be entitled to representation on the DMH Statewide MAB Committee.

B. The Department of Corrections and CSEA (Unit 17) will meet to address issues relating to self defense and MAB training. This meeting shall commence no later than the week of the third Monday in March, 2000.

C. MAB training for Unit 17 employees in departments or facilities other than those listed in paragraphs A. and B. above, may be offered on a space available basis and subject to arrangements being made to relieve the employees of their regular duties.

10.4 Employee Self-Protection

The Department of Education Special Schools, the California Veterans Home, and the Department of Health Services will endeavor to provide Unit 17 employees with training in self-protection, including, but not limited to, rape prevention.

10.5 Infectious Disease Control

A. The State shall provide in-service training in infectious disease control and isolation procedures on an annual basis utilizing the best guidelines available. Examples of guidelines the State may use are the Joint Advisory Notice issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings, such training shall reflect the needs of the work environment.

B. The State agrees that, upon request of CSEA, a special meeting of the Professional Practice Group, provided for under Article 22, or the Health and Safety Committees provided for under Article 10.1 will be held at each facility to review the safety procedures, equipment, and materials relating to treating patients and clients with blood-borne diseases such as hepatitis or acquired immune deficiency syndrome.

10.6 Personal Alarms: CDC

Upon request, the Department of Corrections shall provide to a Unit 17 employee a personal alarm transmitter which is calibrated to the zone area where the employee is assigned.

If a Unit 17 employee is required to work in a zone area where their personal alarm device will not function because of the calibration of the system and cannot be observed by other employees, management will endeavor to issue a personal alarm device, if available.

10.7 Alarm System: DDS and DMH

A. The Departments of Developmental Services and Mental Health agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.

B. DDS and DMH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

10.8 Protective Clothing and Equipment

A. When the State determines and requires protective clothing to be worn or equipment to be used, the State shall provide the protective clothing and equipment. Protective clothing provided pursuant to this section is State-owned or leased property which will be maintained as the State deems necessary.

B. When protective clothing or equipment is provided, the employee shall wear or use the protective clothing and equipment in accordance with instructions provided by the State. Employees using State provided protective clothing or equipment shall be held responsible for the loss of and/or damage to the protective clothing and equipment other than that incurred as a result of normal wear or through no fault of the employees.

C. If the protective clothing or equipment is determined by the State to be defective, or inadequate quality to afford proper protection or damaged to such a degree as to impair proper protection, the State shall provide replacement or repaired protective clothing and equipment at no cost to the employees.

10.9 Hazardous Materials

A. Upon request of the Union or an employee, the State shall provide a completed MSDS for each hazardous substance in use by Unit 17 employees at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

C. An employee will receive training from his/her supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code Section 6390 to provide a MSDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only through the Director's level in the grievance procedure contained in Article 6 of this Contract.

10.10 Medical Monitoring

Medical monitoring programs may be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and may take into account the status of current technology and scientific recommendations for such programs. The Health and Safety Committees may make recommendations regarding medical monitoring programs to the department head or designee.

10.11 Video Display Terminal

A. The State shall provide instruction in the proper operation and adjustment of VDTs and VDT workstation equipment to Unit 17 employees who are required to use VDT equipment a significant portion of their time on the job. Instruction may include the use of VDT video training tapes and/or the "Computer Users Handbook". The Union will encourage employees to properly use VDT equipment.

B. The State shall take action as it deems necessary to mitigate glare from the workplace such as, rearrangement of the workstations to avoid glare on terminal screens from windows and ceiling luminaries, or providing anti-glare from light sources. The following equipment shall be made available as the State deems necessary to all employees that use video display equipment, but not limited to, document holders, adjustable chairs, adjustable keyboards, computer tables and supports, and foot and wrist rests.

C. Upon request by the union, the State agrees to meet to review and make any revisions or additions to the State's ergonomic guidelines for video display terminals.

10.12 Immunization Against Diseases

The State shall offer immunization as required at State expense.

10.13 Incident Debriefing

A. Each Department with twenty-four hour facilities shall develop policy governing work-related situations associated with a major incident.

B. The policy shall include definition of a major incident, and establish procedures which provide for employee referrals for necessary services.

10.14 Workplace Violence Prevention

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

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

C. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

D. All those Workplace Violence Prevention Programs and policies which have been adopted by departments and that meet the mutually agreed upon model program criteria to be established in sub-paragraph B. above will remain in effect during the term of the contract.

10.15 Wellness Programs

The State shall encourage all agencies with Unit 17 employees to develop and implement departmental and/or local wellness programs within existing budgetary and staffing resources. Wellness programs may include, but are not limited to, classes, speakers, informational materials and other services on such subjects as stress management, smoking cessation, weight reduction, nutrition, general fitness, and/or relaxation techniques. Employee participation in wellness programs shall be voluntary and on the employee's own time. Insofar as practical, wellness programs should be made available to Unit 17 employees working evening, night or other than regular day shifts.

10.16 Injury and Illness Prevention Programs

A. Each department shall establish, implement and maintain an Injury and Illness Prevention Program. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at Step 3 (DPA) of the grievance procedure shall be final.

10.17 Referral of Assault/Battery

The Department of Mental Health shall establish a joint Labor-Management Committee to review existing policies and procedures governing the referral of incidents of patient assaults on staff. The Department shall make a reasonable effort to secure the participation of appropriate District Attorney staff. Bargaining Unit 17 shall be permitted at least two representatives on the committee.

10.18 Pest Control

A. Whenever a department utilizes a pest control chemical in a State owned or managed building, the department will provide at least twenty-four (24) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in worksite locations, prior to application of the chemicals and the employer shall inform employees of the chemical(s) use, prior to application.

B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to their immediate supervisor. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.

C. Except in twenty-four (24) hour facilities, the chemical application will normally take place during hours when the building is closed for business or when employees will not directly be exposed to chemicals.

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

“The Lessor shall give not less than twenty-four (24) hours prior notice to State tenants, when any pest control or repair work affecting the State occupied space may result in employee health concerns in the work environment.”

ARTICLE 11 - SALARIES

11.1 Salaries

A. General Salary Increases

1. Effective July 1, 1999, all Unit 17 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding (Appendix D).

2. Effective September 1, 2000, all Unit 17 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding (Appendix D).

B. Special Salary Adjustments

1. Effective July 1, 1999, the salary range for the classification of Health Facilities Evaluator Nurse (HFEN) shall be adjusted to be the same as the salary range for the classification of Nurse Evaluator II. Incumbents at the minimum rate of the old salary range shall be moved to the minimum rate of the new salary range. Incumbents at the maximum rate of the new salary range shall be moved to the maximum rate of the new salary range. All other incumbents' salary rates shall not change as a result of this salary action.

2. Effective July 1, 1999 salary ranges for the classifications of Health Facilities Evaluator Nurse, Nurse Evaluator I, and Nurse Evaluator II will be increased by five percent (5%) and all incumbents in these classes will receive the five percent (5%) adjustment.

11.2 Registered Nurse Lead Differential

A. Effective July 1, 1999, Registered Nurses (Range B or D), Registered Nurses (Correctional Facility) (Range B or D), and Registered Nurses (Forensic Facility) (Range B or D), designated “shift leads” and whose primary, regularly assigned duties by the State are to direct the work of other nursing employees on a shift for a qualifying pay period shall receive a differential of \$150.00 per month.

B. This lead differential shall not be considered as compensation for purposes of retirement contributions.

C. The State shall not rotate nurses in and out of lead assignments nor arbitrarily reassign nurses receiving this differential to avoid paying this differential.

11.3 Recruitment and Retention Differential

A. Upon approval by the Department of Personnel Administration, a department may provide Unit 17 employees a recruitment and retention differential for classifications, facilities, or geographic locations.

B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.

C. Permanent intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.

D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

E. The department may withdraw any recruitment and retention differential for classifications, facilities, or geographic locations for new hires with a thirty (30) day notice to CSEA.

F. The department shall not withdraw the recruitment and retention differential for an employee receiving the recruitment and retention differential during the term of this agreement.

G. Neither the decision to implement or not implement the recruitment and retention differential nor the amount of the recruitment and retention differential, if offered, shall be subject the grievance and arbitration procedure.

11.4 Merit Salary Adjustments

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

11.5 Night Shift Differential

A. Unit 17 employees who regularly work shifts shall receive a night shift differential as set forth below:

1. Employees shall qualify for the first night shift pay differential of sixty (60) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.

2. Employees shall qualify for the second night shift pay differential of seventy-five (75) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

11.6 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Positions for Bilingual Differential Pay

1. A bilingual position salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - b. A hospital or institutional setting dealing with patient or inmate needs;
 - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. 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 ten percent (10%) standard.

B. Rate

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$100.00 per monthly pay period, including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 per hour.
5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime 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.

11.7 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 Controller's Office policies.

11.8 Alternate Ranges (AR) 40 and 231

A. Unit 17 employees who are assigned to positions having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period may be eligible for a higher alternate salary range (Appendix F).

B. Employees in the classifications of Registered Nurse, Registered Nurse (Forensic Facility), and Registered Nurse (Correctional Facility) who meet the above criteria are eligible for Range C or D of AR 231.

C. Employees in other Unit 17 classifications approved by the Department of Personnel Administration who meet the above criteria are eligible for Range B of AR 40. The classes of Public Health Nurse I and II have been approved by the Department of Personnel Administration to receive AR 40.

D. Other classes may be added to these alternate ranges during the term of this Contract only upon concurrence of the State.

11.9 Educational Differential

A. Registered Nurses (Range B or D), Registered Nurses (Forensic Facility) (Range B or D), Registered Nurse (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists who successfully complete the equivalent of 15 qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of \$50.00 per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

B. Upon request of the employee, each department employing RN's (Range B or D), RN's (Forensic Facility) (Range B or D), RN's (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

C. Only courses completed within the previous five years shall qualify towards educational differential.

D. The education differential shall not be considered as "compensation" for purposes of retirement contributions.

E. The State may add courses to the qualifying list at its discretion.

11.10 Department of Education 10-Month Compensation

The Special Schools in the Department of Education shall use the following work schedule policy for permanent, full-time Bargaining Unit 17 employees that are scheduled to work a 10-month school year.

A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board Rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary or program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, paid or unpaid leave; so, that when all of these are considered in total for the year, each employee at the California Schools for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately 1,734 hours of the employees' regular (straight-time) rate of pay. Employees at the Diagnostic Schools for Neurologically Handicapped Children will receive a minimum annual compensation equivalent to approximately 1,934 hours of the employees' regular (straight-time) rate of pay based upon their 25-day extended work year. The Special Schools may provide an annual compensation greater than 1,734 hours, (1,934 hours for Diagnostic Schools for Neurologically Handicapped Children employees) subject to budgetary and program considerations. If an employee chooses not to work, the Schools' obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or dock. Priority consideration will be given first to regular work assignments, second to training and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special Schools program.

B. Employees covered by this Agreement:

1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 17 contract vacation leave provision.
2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods.
3. Sections B. (1) and (2) shall apply to permanent, part-time employees on a pro rata basis.
4. The seventy (70) hours of vacation leave credit (and prorated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special school is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.

D. The Special Schools have total discretion to determine the school year, including recesses, as long as the provisions of this Agreement are met.

E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on dock. During recesses, it is the intent of the Department that all employees covered by this Agreement shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees \pm two (2) days.

F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.

G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation or CTO in July and a minimum two (2) days of work, training, vacation or CTO in August.

11.11 Release of Paychecks - NOC Shift or First Watch

The departments shall make arrangements so that NOC shift or first watch employees may pick up their pay checks during their assigned work shift which begins on the authorized pay day.

11.12 Salary Definition

A. For the purpose of salary actions affecting employees assigned to Bargaining Unit 17, the following definitions shall apply:

1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.
2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.
3. "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 any one of the dollar and cents amounts found within the salary range.
4. "Range differential" is the difference between the maximum rate of two salary ranges.

5. "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.

6. "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.

7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Under paragraph (2), one step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between 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.

B. Unit 17 hereby agrees to support changes to Article 5 of the Department of Personnel Administration regulations (Rules 599.661.2 through 599.795.1) to the effect if all bargaining units agree to the same.

11.13 Deferred Compensation Plans

Employees in Unit 17 are to be included in the State of California, Department of Personnel Administration's 401K and 457 deferred Compensation plans.

11.14 Recruitment and Retention, Avenal, Ironwood, Calipatria and Chuckawalla Valley State Prisons

A. Effective July 1, 1998, employees who are employed at Avenal, Ironwood, Calipatria or Chuckawalla Valley State Prisons, Department of Corrections for twelve (12) consecutive qualifying pay periods shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria or Chuckawalla Valley State Prison, there will be no pro rata payment for those months at either facility.

C. If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria or Chuckawalla Valley State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.

E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.

I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that decision is not grievable or arbitrable.

11.15 Arduous Pay Differential

At the discretion of the appointing authority, Bargaining Unit 17 employees who are in classifications exempt from the Fair Labor Standards Act (FLSA) (i.e., workweek group designation E or SE), shall be eligible to receive the "FLSA Exempt Employee Differential for Extremely Arduous Work and Emergencies" when performing arduous work that exceeds the normal demands of State service employment and upon meeting the criteria included in the differential (Appendix E).

The provisions of this section shall not be grievable or arbitrable

11.16 Labor – Management Committee: Payroll System

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. CSEA may have four representatives for all nine bargaining units who shall serve without loss of compensation.

11.17 Overtime Checks

Each department with Unit 17 employees shall make a good faith effort to process employees' overtime checks in an expeditious manner. The parties understand that the issuance of overtime warrants shall not take precedence over the issuance of master payroll warrants or permanent intermittent payroll warrants.

Upon request from the union, the State agrees to meet at the facility/office level to resolve issues where overtime checks are consistently issued after the 15th of the month.

ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expense

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

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

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

Breakfast	\$6.00	
Lunch	10.00	
Dinner	18.00	
Incidentals	6.00	(Every full 24 hours of travel)
TOTAL	<u>\$40.00</u>	

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

a. On the first day of travel of a trip of more than twenty-four (24) hours:

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed.

No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am - breakfast may be claimed

Travel begins at or before 4 pm and ends at or after 7 pm - dinner may be claimed

Trip extends over night - lodging may be claimed

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

B. Lodging - All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt

1. Regular State Business Travel:

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

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

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

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

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

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

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

3. Non-State Sponsored Conferences or Conventions: for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment. Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

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

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

1. Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either:
 - a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5.00 for actual meals and incidentals for each period of less than of twelve (12) hours at the long-term location, or
 - b. Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of of twelve (12) hours up to twenty-four (24) hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than of 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.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than of twelve (12) hours at the long-term location

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

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

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

F. Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement:

a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed thirty-one (31) cents per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

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

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

4. Mileage to/from a Common Carrier: When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25.00 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than \$25.00 when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, tax or other business charges related to State business of \$5.00 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

12.2 Alternate Transportation

The State will determine the appropriate means of transportation when Unit 17 employees are required to travel in the performance of their job duties. The State shall authorize transportation that is different than what was determined to be appropriate, provided:

- A. The employee submits a written request to the department at least seventy-two (72) hours prior to the travel;
- B. The department approves the request;
- C. The employee waives any overtime credits that could result from the use of alternate transportation; and
- D. The employee will bear the difference of all expenses and time that may be incurred due to the use of alternate transportation.

12.3 Moving Expenses

Whenever an employee is reasonably required to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with lodging, meal and incidental rates and time frames established in Section 12.1, and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

12.4 Business Equipment, Materials, and Supplies

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

B. Unit 17 employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees to perform assigned duties and responsibilities.

12.5 Annual Uniform Replacement Allowance

When the State requires a uniform to be worn, which shall be stated in writing, the State shall authorize a uniform replacement allowance. As determined by the State, Unit 17 employees may submit a request for the uniform replacement allowance after they have been employed in a permanent position which requires a uniform for the equivalent of one year. It is understood that the purpose of the uniform replacement allowance is to provide for uniforms required by the department in the coming year. Therefore, employees who separate from a department requiring uniforms prior to receiving the annual uniform allowance shall not be entitled to the allowance. "Uniform" means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general or resident population. This definition includes items that serve to identify the person, agency, functions performed, rank, or time in service to the public or residents served. Unit 17 employees shall be responsible for the purchase of required uniforms as a condition of employment. Unit 17 employees shall wear their required uniforms only in an official capacity, except that incidental personal travel contiguous to the employee's duty hours are authorized. Only required uniform items substantiated by receipts will be reimbursed up to the maximum allowance. The annual allowance shall be up to \$300.00.

12.6 Replacement of Damaged Personal Clothing and/or Articles

A. Unit 17 employees shall be reimbursed for personal clothing and/or articles which are damaged beyond repair during the course of an employee's workday. The State will not reimburse employees for damaged clothing and/or articles if the damage is caused by employee carelessness or negligence. Unit 17 employees shall exercise good judgment in the type and cost of personal clothing and articles worn while performing their duties. The State will provide reimbursement based on original receipts or current value. In both cases, depreciation will be considered in arriving at the reimbursement value of the clothing and/or articles.

B. This provision shall also apply to items of personal equipment specifically required by the State for the performance of the job.

12.7 Overtime Meals

A. General (effective November 1, 1999) - When a Unit 17 employee is required to work overtime, the employee may be furnished a meal or provided an overtime meal allowance not to exceed \$8.00. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled workday. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.

B. Overtime Meal Allowances - Department of Corrections/Department of the Youth Authority (effective October 1, 1999).

1. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period.

2. Unit 17 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this Section.

4. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

The employee may use the meal ticket as provided in a. and b. below:

a. the employee chooses to use the assigned meal ticket at the employee's snack bar or dining room, the employee must use it within ninety (90) days of the date recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in b. below.

b. Employees issued meal tickets may receive reimbursement for the meal ticket in accordance with the local institution policy. Employees requesting reimbursement under this option will receive \$6.00, regardless of the value assigned to the meal ticket by local management.

c. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the \$6.00 reimbursement for overtime meal allowances earned.

12.8 License Renewal Fees

A. The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license as a condition of State employment for the actual cost of license renewal fees during the term of this Contract.

B. Permanent part-time employees who are half time or more and who are required by law to maintain a license as a condition of State employment shall be reimbursed for the actual cost of license renewal fees on a prorated basis during the term of this contract.

12.9 Nurse Practitioner Furnishing Number Renewal Fees

If a department requires, in writing, that Nurse Practitioners write prescriptions, the State agrees to reimburse all permanent full-time Nurse Practitioners for the actual cost of the furnishing number renewal fees each year.

12.10 Transportation Incentives and Parking Rates

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

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. The State shall provide \$100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. Except for twenty-four hour facilities of the CYA, DMH, DDS, CDC, State Special Schools of the DOE and the Veteran's Homes in Barstow and Yountville of the Department of Veterans Affairs, the parties agree that the State may increase parking rates in existing lots, in urban congested areas, no more than twenty dollars (\$20) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, San Jose, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (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 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 for rates for covered parking.

E. By April 1, 2000, the State shall develop a system to employees where parking fees may be paid with pre-tax dollars.

F. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

ARTICLE 13 - CAREER DEVELOPMENT

13.1 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall accommodate a shift change request from an employee who is scheduled to work a NOC shift or the first watch on the day of an SPB examination.

13.2 Mandatory Training

A. Unit 17 employees who are approved by the State to attend training courses required by the department shall be granted time off without loss of compensation when the course is attended during the affected employee's scheduled work hours. If attendance at such courses is required by the department during an employee's off-duty hours, such attendance shall be considered time worked.

B. Continuing education necessary for professional licensing shall not be considered mandatory training for purposes of this Section unless a specified course required by the department incidentally meets the continuing education requirements. Nothing in this Section shall relieve employees of any requirement to maintain professional licenses, certificates, registrations, etc.

C. Upon satisfactory completion of mandatory training, the State agrees to reimburse Unit 17 employees for the expenses incurred. Reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Toll and parking fees in accordance with Article 12, Section 12.1;
4. Transportation or mileage expenses from the employee's headquarters in accordance with Article 12, Section 12.1;
5. Lodging and subsistence expenses in accordance with Article 12, Section 12.1.

D. The departments shall establish reasonable policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.3 Non-Mandatory Training

A. For purposes of this Section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department head or designee, the State may reimburse Unit 17 employees for up to one hundred percent (100%) of the cost for course-required books or tuition and/or provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.

B. The departments shall establish policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.4 In-Service Training

A. The Departments of Corrections and Youth Authority shall determine the in-service training necessary for their Unit 17 employees and, upon request, shall seriously consider input from the Union. In-service training may include, but not be limited to, such topics as ward/inmates supervision, working relationship with wards/inmates, and ward/inmate disciplinary procedures.

B. Departments other than those noted in section A., shall develop and offer job-related in-service training on an annual basis. Each department shall develop its training plan and, upon request, shall seriously consider input from the Union. The training plans shall be published annually and distributed to all employees and the Union.

C. All departments employing Registered Nurses with professional practice groups shall reaffirm, in writing, to each Hospital or Developmental Center Executive Director, Warden or Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

13.5 Education and Training Opportunities and Resources

A. Departments shall provide information on education opportunities, training, and training resources. This shall include the sharing of in-service continuing education course information on a regional basis between departments. Such information shall also be available to the union upon request.

B. A list of resource contacts regarding nursing careers in State service shall be included as Appendix C to this contract.

13.6 Non-Paid Education or Research Leave

A. Upon written request, the State may grant up to a one (1) year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee's nursing skills, or to conduct or participate in a research project.

B. An education or research leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) work days prior to the effective date of the revocation. An education or research leave may be terminated by the employee with the approval of the department head or designee.

13.7 Paid Education Leave

A. All Unit 17 employees shall be entitled to thirty-two (32) hours of educational leave on State time during the term of this agreement. Educational leave will be used at the employee's discretion with release subject to operational needs and reasonable advance notice.

B. The intent of educational leave is earn the necessary Board of Registered Nursing approved Continuing Education Units (CEU's) required to maintain the employee's license as a registered nurse. Written evidence of CEU completion may be required by management.

13.8 Research Projects

A. With the approval of the department, a Unit 17 employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a personal research project, or other departmentally approved training. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.

B. Upon request of a CSEA Local 1000 Unit 17 representative, the department will provide the identification of those major funded research projects in the area of health care delivery that are being currently conducted or considered.

13.9 Employment Opportunities

Departments shall make employment opportunity information available to Unit 17 employees by posting such information on a bulletin board that is accessible to Unit 17 employees twenty-four (24) hours per day at institutions staffed on a seven day/week, twenty-four (24) hour/day basis.

13.10 Orientation

A. Departments will provide an on-the-job orientation for all Unit 17 employees hired after the effective date of this Contract. The orientation will take place within thirty (30) days of employment.

B. Through the PPG's, Unit 17 employees may provide recommendations for content of the orientation program provided to nursing staff.

13.11 State Registered Nurses Scholarship Fund

A. The employer and the Union recognize that encouraging Unit 17 employees to further develop their professional careers within California State service will have a positive impact on both enhancing quality nursing/health care and employee morale. The parties seek to expand and develop Unit 17's nursing skills and expertise and enhance personal growth through education and training initiatives.

B. The State agrees to establish a program to provide financial assistance to aid employees in obtaining education that will enhance their potential in the nursing and/or health care profession. The purpose of the program will be to enhance, but not duplicate, existing State workforce training and development options.

C. The State agrees to establish a State Registered Nurses Scholarship Advisory Committee with management and labor co-chairs. The purpose of the Committee is to establish a program for career advancement to assist eligible State employees to participate in educational programs that will enhance personal growth and career development in State government. The Committee shall be tasked with establishing guidelines for participation under which employees may be eligible for funding career-enhancing training and education. Funding may include all reasonable and customary charges for a bachelor's or advanced degree at an accredited college or university. Charges may include: tuition, books, travel, parking, and childcare. The Committee shall be comprised of six (6) members with an equal number of union and management representatives. The union may designate one (1) State employee member who may attend meetings without loss of compensation. Membership on the Committee is open to union representatives from Unit 17. The committee shall meet and report regularly and shall issue a report to the Department of Personnel Administration with recommendations for implementation of the State Registered Nurses Scholarship Fund by January 1, 2000.

D. Contingent on passage of enabling legislation as referenced in subsection (e) below, the State employer agrees to establish a State Registered Nurses Scholarship Fund administered by the Department of Personnel Administration. All direct staffing and administration costs associated with the operation of the fund shall be paid from the fund. The State shall establish and maintain the fund with a contribution of \$250,000.

E. The union agrees to support legislation that would establish and maintain the State Registered Nurses Scholarship Fund.

ARTICLE 14 - PERFORMANCE APPRAISAL

14.1 Performance Appraisal of Permanent Employees

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may 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.

B. While in the process of completing the annual performance report, the supervisor shall personally meet with the employee to review the report and any notes and documents in the official personnel file pertaining to the report.

C. At the time an employee signs his/her annual performance appraisal, a copy will be provided to the employee.

D. Any Unit 17 employee may grieve the content of his/her annual performance appraisal through the third (DPA) step: (1) when he/she receives a substandard rating of the performance factors, or (2) when negative comments are inconsistent with the actual ratings received, or (3) when rating factors are not used and the narrative evaluation includes negative comments. DPA shall sustain the evaluation except where supported by substantial evidence to the contrary. When a grievance is granted on this subject, the annual performance appraisal will be modified to reflect the outcome of the grievance procedure and the original performance appraisal will be removed from the file.

14.2 Performance Appraisal of Nursing Practices

When Unit 17 employees who provide hands-on-care receive a rating from a non-registered nurse supervisor of "Improvement Needed" on their Individual Appraisal Summary for nursing practices, the rating will be reviewed by a supervising registered nurse designated by the department head or designee. This Section is not to be construed as a limitation on supervisory personnel responsibility for the overall evaluation of employees.

14.3 Informal Performance Discussions

A. The State and CSEA Local 1000 encourage periodic informal performance conferences between Unit 17 employees and their supervisor to discuss work performance, job satisfaction, and work-related problems. Except when immediate action is necessary for health or safety reasons, such discussions shall be held in a private setting or sufficiently removed from the hearing range of other persons.

B. The issuance of work instructions by a supervisor does not constitute an informal performance discussion. This section shall not be construed to limit, in any manner, a supervisor's right to issue work instructions.

14.4 Personnel and Evaluation Material

A. There shall be only one (1) official employee personnel file.

B. An employee's personnel file shall be maintained at a location identified by each department head or designee.

C. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's immediate supervisor or other person(s) authorized by the department head or designee in connection with the proper administration of the department's affairs or supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena and provided with said copy.

D. No rank-and-file shift lead shall be authorized access to a Unit 17 employee's official personnel file, except with prior written approval of the employee.

E. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee's signature shall not constitute agreement. A copy of the evaluation material shall be given to the employee.

F. A Unit 17 employee or his/her authorized representative may review his/her official personnel file during regular office hours.

G. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee and/or his/her authorized representative at the employee's work location.

H. The employee shall have the right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Responses shall remain attached to the material it supplements for as long as the material remains in the file. Reasonable supplementary material includes but is not limited to, letters of commendation, accolades, etc.

I. Any performance evaluation conducted of an employee who is a participant in Union/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. Such absences shall not be included as excessive absences. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

J. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after two (2) years if there has been no recurring behavior. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening two (2) year period, except that, by mutual agreement between a department head or designee and an employee, adverse action material may be removed.

K. Supervisors may keep working files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor.

ARTICLE 15 - CLASSIFICATION

15.1 Classification Changes

A. When the Department of Personnel Administration (DPA) desires to establish a new classification and assigns it to Bargaining Unit 17 or modifies an existing one that is in Bargaining Unit 17, DPA shall inform the Union, in writing, of the proposal during DPA's preparatory stages of the proposals. It is the intent of the State to provide Unit 17 with early notification of classification proposals in order to permit CSEA Unit 17 the opportunity to comment prior to scheduling the issue for the SPB calendar. The Union may request to meet with the DPA regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for the Union to provide input. Upon request, the DPA may furnish the Union with drafts of the proposed classification specifications.

B. The DPA shall notify and submit to the Union the final classification proposal at least twenty (20) work days prior to the date the SPB is scheduled to adopt it.

C. If the Union requests in writing within ten (10) work days of receipt of the notice, the DPA shall meet with the Union to discuss the final proposal. If the Union does not respond to the notice, or if the Union does not meet with DPA within five (5) work days from their date of request, the classification proposal shall be deemed agreeable to the Union and be placed on the SPB's consent calendar.

D. The DPA shall meet and confer, if requested in writing, within five (5) work days from the date the SPB approved the classification change, regarding only the compensation provisions of the classification.

E. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 6.

15.2 Out of Classification Assignments

A. Notwithstanding Government Code Sections 905.2, 19818.8, and 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred twenty (120) consecutive calendar days during a fiscal year.

B. Out-of-Class Compensation

If a department head or designee requires an employee to work in a higher classification for more than fifteen (15) consecutive calendar days, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a Department head or designee requires an employee to work in a higher classification for thirty (30) consecutive calendar days or more, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of one hundred twenty (120) consecutive calendar days. The five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class.

C. Should any employee file suit against the Union seeking to declare this provision illegal, the State shall indemnify the Union for any costs incurred in defending itself.

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

E. It is not the State's intent to select employees for out-of- class assignments based on favoritism.

F. If any dispute arises about this out-of-class Section (subsection A. through E.) an employee may file a grievance and the decision reached at Step 3 (DPA) of the grievance procedure shall be final.

15.3 Duty Statements/Post Orders

A. Upon appointment to a Unit 17 position, departments shall provide each Unit 17 employee with a duty statement which describes the duties the employee is expected to perform. Duty statements shall be consistent with the Unit 17 employee's classification specification.

B. In CDC and CYA, 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 solely through the out-of-class grievance procedure.

15.4 Classification Study

Prior to the expiration of this agreement, the State shall conduct a classification review of all Unit 17 classifications including, but not limited to, the State's ability to recruit and retain registered nurses, identification of class specifications in need of updating, comparable positions in other jurisdictions and the labor market, and other areas related to the State's need to maintain a workforce of qualified registered nurses.

ARTICLE 16 - TRANSFER

16.1 Transfer

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

16.2 Appeal of Involuntary Transfer

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

ARTICLE 17 - LAYOFF

17.1 Authority

A. Application

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

B. Order of Layoff

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

C. Notice

Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify CSEA no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Transfer or Demotion in Lieu of Layoff

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

E. Reemployment

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

F. State Service Credit for Layoff Purposes

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.

G. Grievance and Arbitration

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedures. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

H. Department Vacancies

Departments filing vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment (SROA) procedures.

17.2 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to layoff employees, the State and CSEA Local 1000 shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement and unpaid leaves of absence.

17.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to layoff, the State will notice and meet and confer with CSEA Local 1000 to seek concurrence of the usage of this alternative.

17.4 Continuation of Benefits

Unit 17 employees who are affected by layoff, reduction in time base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

ARTICLE 18 - RETIREMENT

18.1 Second-Tier Retirement Plan

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

18.2 Employer-Paid Employee Retirement Contributions

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

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

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

1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 17 who make employee contributions to the PERS retirement system.
2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS 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 17 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 PERS 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 Paragraph A of this Article 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 Paragraph a. of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

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

E. Non-Arbitrability:

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

18.3 Exclusion of Sustained Superior Accomplishment

The parties agree that payments made under the sustained superior accomplishment award program will not be considered as compensation for purposes of retirement.

18.4 2.5% @ 55 Retirement Formula For Safety Members

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

The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of this Union will be 2.5% of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.

B. The Union agrees that the rate of contribution for Safety members who are subject to the new 2.5% @ 55 formula shall be no greater than eight percent (8%) of monthly compensation in excess of \$238, effective on and after July 1, 2001.

18.5 Safety Retirement

A. Subject to meeting the provisions of Government Code Section 18717, the State agrees to support the inclusion of Nurse Instructors at Department of Mental Health forensic facilities and Registered Nurses in forensic facilities in the Department of Developmental Services in the State safety category of membership in the Public Employees Retirement System.

B. The State shall make a good faith effort to avoid unnecessary delays in including the Nurse Instructors at Department of Mental Health forensic facilities and Registered Nurses in forensic facilities in the Department of Developmental Services in the State safety category.

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

D. The Union recognizes the right of the State to make any necessary changes in the Unit 17 classification specifications in order to effectuate enrollments in the State safety category.

E. The Union recognizes and supports the right of the State to develop a physical performance program for Nurse Instructors (in Department of Mental Health forensic facilities) and Registered Nurses (in forensic facilities in the Department of Developmental Services) subject to review and approval by the State Personnel Board.

F. Enrollment in the State Safety Retirement category shall be prospective only and prior service shall remain under the miscellaneous retirement category.

G. Nothing in this section shall be subject to the grievance and arbitration procedure.

18.6 First Tier Retirement Formula (2% @ 55)

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

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

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

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

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

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

18.7 First Tier Eligibility For Employees In Second Tier

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

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

C. New employees who meet the criteria for CalPERS membership would have the right to be covered under the First Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for First Tier coverage, he or she would be enrolled in the Second Tier plan.

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

18.8 1959 Survivors' Benefits – Fifth Level

A. Employees in Unit 17 who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.

B. The contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by the PERS board.

C. The survivors' benefits are detailed in the following schedule:

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

ARTICLE 19 - PERMANENT INTERMITTENT APPOINTMENTS

A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon SPB policy. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.

C. Each department will endeavor to provide permanent intermittent employees reasonable advance notice of their work schedule.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

E. A permanent intermittent employee will become eligible for each credits in the following manner:

1. Sick Leave: A permanent intermittent employee in Bargaining Unit 17 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 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. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave. Administration of sick leave for permanent intermittent employees shall be in accordance with Section 8.3 of this Contract.

2. Vacation Leave: A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1 on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accord with the schedule in Article 8, Section 8.1 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 permanent intermittent employee in a lump sum payment for accumulated vacation leave credits; or
- b. schedule the permanent intermittent employee for vacation leave; or
- c. allow the permanent intermittent employee to retain his/her vacation credits; or
- d. effect a combination of a, b or c above.

3. Holidays: A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays and DPA policies and rules.

4. Bereavement Leave: A permanent intermittent employee may only be granted bereavement leave if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days in accordance with Article 8, Section 8.11.

5. Jury Duty: A permanent intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. Administration of jury duty for permanent intermittent employees shall be in accordance with Section 8.8 of this Contract.

6. Non-Industrial Disability Leave: Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (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 nine hundred sixty (960) hours of compensated work.

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

G. Permanent Intermittent employees shall be entitled to dental benefits as provided in Section 9.1 subsection B 2 (a) of this contract.

H. Permanent Intermittent employees shall be entitled to health benefits as provided in Section 9.1 subsection A 2 (b). of this contract.

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

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.1 Workweek

The regular workweek of full-time Unit 17 employees shall be forty (40) hours and eight (8) hours per day. Workweeks and workdays of a different number of hours may be scheduled by the State in order to meet the varying needs of the State.

20.2 Overtime

A. Overtime is defined as any authorized time worked in excess of forty (40) hours per week.

B. Notwithstanding any other contract provision or law to the contrary, time during which a Unit 17 employee is excused from work because of sick leave shall be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

C. Payment for authorized overtime may be by cash payment or compensating time off (CTO), at the discretion of the State.

D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.

E. If the State does not schedule CTO within one (1) year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO.

F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.

G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.

H. Employees in classes assigned to Work Week Group 2 shall be compensated for ordered overtime of at least one-quarter hour at any one time. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

I. In the Department of Mental Health and Department of Developmental Services, employees may accrue up to one hundred (100) hours of compensating time off. Employees shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. All hours in excess of the one hundred (100) hour CTO maximum shall be compensated in cash. Employees shall have the right to hold up to forty (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 such payment.

20.3 Work Week Group Definitions

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

Overtime for employees subject to the provisions of the FLSA is defined as: "all hours worked in excess of forty (40) hours in a period of one hundred sixty-eight (168) hours or seven (7) consecutive twenty-four (24) hour periods."

B. Work Week Group "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test.

Consequently, Work Week Group "E" applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid on a "salaried" basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

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

20.4 Rest Periods

A. Two 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 when required to meet a business necessity.

B. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may they be used for overtime purposes.

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.

20.5 Rest Areas

A. Unit 17 employees shall be permitted to use non-work areas for breaks if it does not involve an additional cost; it does not involve areas restricted for health and safety reasons; it does not interfere with State business needs; or it does not negatively impact on patients, inmates, clients, wards, or student's health and safety. The State will endeavor to retain all existing break rooms or rest areas.

B. The State will retain existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Where rest areas or break rooms are unavailable, Unit 17 employees may identify and request specific alternative locations which allow them to be removed from their daily routine.

20.6 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 thirty (30) minutes nor more than sixty (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 or remain at their work station during meal periods. When employees are required to work through their meal period, the State shall either adjust the employee's workweek schedule or credit the employee for the time worked.

20.7 Flexible Work Hours and Alternate Work Schedules

Departments shall establish policies for flexible work hours and alternate work schedules for Unit 17 employees not assigned to a level-of-care position which requires constant contact with wards, inmates, clients, or students. It is understood, however, that all Unit 17 employees will comply with any sign-in procedures established by a department. Requests for participation in a flexible work hour or alternative work schedule program shall not be unreasonably denied.

20.8 Exchange Of Days Off

A. Unit 17 employees shall be permitted to exchange hours of work with other employees in the same classification, performing the same type of duties within the same work area(s) provided:

1. The exchange occurs prior to the end of the following pay period;
2. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
3. The supervisor(s) approves the exchange; and
4. The employee(s) exchanging hours of work shall waive consideration for any additional compensation (e.g., overtime, holiday credit/pay, shift differential) which they would not have otherwise received.

B. Employees who fail to adhere to the agreed upon conditions of their exchange shall be denied subsequent requests to exchange days off.

20.9 Change in Shift Assignment

A. The State will provide Unit 17 employees with fifteen (15) calendar days advance notice of permanent shift changes when the change is made at other than the employee's request. Upon request, the department or its designee will provide the employee with a reason for the shift change. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons.

B. Unit 17 employees wishing to change shifts within a facility or program, if employed in twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, employee skills and abilities, performance and attendance, staffing requirements, and needs of the facility.

C. Unit 17 employees wishing to change shifts within the same ward or unit, if employed in a twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, performance and attendance, staffing requirements, and needs of the facility.

20.10 Overtime Scheduling

A. The departments recognize and understand the importance of reducing mandatory overtime to Registered Nurses. To this end, the Departments will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime.

B. Upon request, and where practicable, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. The State shall also consider the use of intermittents, registries, or float pools.

C. The State agrees to make reasonable efforts to utilize this overtime scheduling system prior to requiring mandatory overtime.

D. Upon Union request, each department with Unit 17 employees shall meet, either at the department or the facility level, to discuss conflicts that have arisen from their current overtime scheduling policies in an effort to resolve all outstanding issues.

E. In the Department of Mental Health and the Department of Developmental Services, before an employee is required to work involuntary overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered level-of-care employees for level-of-care overtime assignments before allowing other classifications to work overtime.

1. Except in cases of emergency, or planned program activity, employees shall not be required to: 1) work more than six (6) involuntary overtime shifts of at least two (2) hours of duration in a month, or 2) work in excess of sixteen (16) hours continuously in a forty-eight (48) hour period, or 3) work in excess of two overtime shifts per week.

2. Upon request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to :

a. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit of staffing permits.

b. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.

c. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.

F. The Department of Veterans Affairs -Yountville agrees to meet with the Union regarding the mandatory overtime policy for the Veteran's Home.

20.11 Rescinding Approved Time Off

A. Approval for the use of accrued compensating time off (CTO), holiday credit, personal holiday, or vacation/annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services. The State will endeavor to provide advance notice of such cancellation.

B. When scheduled CTO, holiday time off or vacation/annual leave is rescinded the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

C. If the employee suffers a financial loss from the cancellation of vacation, holiday time off or CTO time approved in writing, the employee may submit a Board of Control claim for nonrefundable expenditures which can be verified. The department may support the claim.

20.12 Floating

Floating of Unit 17 staff may be utilized to avoid and/or minimize mandatory overtime assignments. Those programs where it is determined that special client/patient care is required (e.g., SNF, ICU), Unit 17 employees will be provided appropriate orientation prior to the start of the assignment. Where necessary and practical, a mentoring assignment will be made. The facility will attempt to float between program/unit with similar client/patient needs.

20.13 Set Up and Shut Down Time

Time deemed necessary by the State for Unit 17 employees to set up and shut down a State function shall be included in the work day of such an employee.

20.14 Mixed Shift Work Weeks

A. A mixed shift work week is one in which an employee is regularly scheduled to work more than one shift or watch in fulfilling his or her normal forty (40) hour work week schedule.

B. Within thirty (30) days of receiving a written request from CSEA Local 1000, the State agrees to meet at the local worksite to discuss issues relating to the scheduling of mixed shift work weeks. At these local meetings, the parties shall seriously consider alternative scheduling methods for mixed shift work weeks as well as the following alternatives in lieu of full-time mixed shift work week assignments: using in-house registries, outside registries and intermittent work. Up to three (3) representatives of the Union shall be released without loss of compensation for these meetings.

20.15 Travel Time

Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by Work Week Group 2 shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

20.16 Workweek Correctional Institutions

A. Notwithstanding any other provisions of this article, any Unit 17 employee desiring to work an alternate number of hours during the workweek (i.e., 12-hour shifts) will do so with the understanding that overtime shall be computed on a forty (40) hour work week. Hours worked in excess of the pay period due to an employee's normal work schedule will be treated as excess hours.

B. Vacation and sick leave (or annual leave) hours will continue to be accumulated in accordance with Article 8. Vacation and sick leave (or annual leave) hours used will be charged based on an employee's scheduled work shift.

C. A maximum of eight (8) hours shall be credited for each holiday and personal holiday earned.

20.17 Call Back Time

A. An employee in Workweek Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off, the employee shall receive call back compensation. When staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

20.18 Show Up Time

A. The provisions of this section shall apply only to Unit 17 employees in Workweek Group 2.

B. An employee who shows up for work at an assigned starting time and has not been notified 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.

C. When a training session is scheduled on an employee's authorized day off and the training session is canceled without prior notice to the employee, the employee shall be guaranteed at least four (4) hours of work or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.

D. When a training session is scheduled on an employee's scheduled work day and outside the employee's scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

20.19 Standby Pay

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department that requires employees to be on standby as defined in Section A. above shall establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: For every four (4) hours on standby, an employee shall receive one (1) hour of compensating time off.

D. No standby credit will be earned if the employee is called back to work and receives call back credit.

E. CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

ARTICLE 21 – POST AND BID / WATCH PREFERENCE ASSIGNMENTS

21.1 Post and Bid Procedure for Vacant Positions – DDS & DMH

A. Vacant Positions

As management determines that Registered Nurse positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

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

B. Posted Positions

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

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

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

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

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

D. Assignment

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

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

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

E. Incentive Bid Position

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

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

1. Length of super-seniority
2. Seniority
3. By lot

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

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

An employee in an incentive position that is deleted or altered in accordance with subsection E. shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one (1) year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

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

G. 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.

H. Exempt Positions

When a non-licensed employee receives his/her license and is subsequently appointed to the Registered Nurse classification, he/she shall not be considered as a new hire for purposes of counting positions under Subsections A., C., D., or E.

I. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this Section.

J. Denial of Bid

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

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

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

K. Limits on Bid

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

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

L. Nepotism

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

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the union and the State shall meet and review the situation
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days
4. Nothing in this subsection shall prohibit the employee and/or the union from filing a grievance.

M. Meet and Discuss

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

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

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

P. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the agreement by both the State and the union membership. As used in this section, the term "Registered Nurse" refers to the classification of "Registered Nurse" in the Department of Developmental Services and to the classification of "Registered Nurse (Forensic Facility)" in the Department of Mental Health or Department of Developmental Services.

21.2 Shift Assignment/Regular Days Off Preference Assignment by Seniority/CDC

A. Shift Assignments By Seniority (Watch Preference)

1. There shall be sixty percent (60%) of the Registered Nurse (RN) shift assignments in the Department of Corrections allotted according to seniority at each twenty-four (24) hour institution or facility with at least twenty-five (25) RN positions.
2. The word "assignment" as used in this section is synonymous with that of "position".

B. Regular Days Off (RDO) Preference Assignment by Seniority/CDC

1. The Chief Medical Officer (CMO) shall have responsibility for implementation and maintenance of this procedure.
2. Under the direction of the CMO, the CMO's designee will ensure compliance.

C. Methods

1. All watch preference bids will be processed prior to Preferred Weekend RDO bids, and will take precedence over preferred Weekend RDO's based on the employee's established seniority and availability of assignments. There shall be sixty percent (60%) of the qualifying RN shift assignments allotted on each watch according to seniority at each institution, excluding the following:
 - a. Sick leave relief positions
 - b. Vacation relief positions
2. For purposes of determining assignments on each watch, those institutions comprised of multiple facilities will be considered as one entity.
3. Management retains the right to determine individual assignments.
4. Failure to submit a watch preference bid shall preclude the employee from participating in the Preferred Weekend RDO Program.
5. Participation in the Preferred Weekend RDO Program is voluntary.

D. Preferred Weekend RDO Preference Bids

1. Preferred weekend regular RDO preference bids will be processed after watch preference bids have been determined, based on the employee's established seniority, eligibility and availability of assignments.

2. Definitions

- a. Bid period: A one (1) year time frame commencing with the annual RDO bid process.
- b. Qualifying Shift Assignments: Any authorized assignment (does not include headquarters positions) with RDO's of Friday/Saturday, Saturday/Sunday or Sunday/Monday, except:
 - (1) Sick leave relief assignments;
 - (2) Vacation relief assignments;
 - (3) Infection control Nurse;
 - (4) Utilization Review Nurse;
 - (5) Psychiatric Nurses.
- c. 60/40 Split: At institutions with at least twenty-five (25) RN positions, there shall be sixty percent (60%) of the RN Preferred Weekend RDO's (Friday/Saturday, Saturday/Sunday, Sunday/Monday), assigned on each watch at each institution based on seniority.
- d. Seniority is total department service with ties broken by total State service.

3. The assignment of an employee to a specific post with weekend RDO's will continue to be at management's discretion.

4. An employee assigned a Preferred Weekend RDO shall remain in the assigned RDO until the next open bid period.

E. Eligibility

- 1. This provision does not abridge management's right to change schedule assignments, including RDO and start and stop times upon fifteen (15) days notice to Bargaining Unit 17 employees.
- 2. This provision does not abridge management's right to determine if an employee possesses the knowledge, skills, abilities and other necessary and desirable qualifications for any assignments. The eligible employee must maintain the necessary qualifications and requirements of any assignment into which the employee is placed resulting from the employee's participation under this system.
- 3. Participation in the Preferred Weekend RDO bid process is limited to eligible employees. An eligible employee:
 - a. Must be a permanent full-time RN; probationary employees are excluded.
 - b. Must be permanently assigned to and working at the institution. Eligible employees may participate only in their institution's Preferred Weekend RDO bid process. There shall be no inter-institution bidding on RDO assignments by personal preference.
 - c. Employees who laterally transfer on or before November 1 will be permitted to participate in the bid process.

d. In order to participate and maintain rights and privileges in this section, the employee must maintain an acceptable overall performance rating during the entire bid period. An acceptable overall rating is defined as a rating of standard or better in performance categories. Thus, an improvement needed or unacceptable rating in any two (2) performance categories is substandard performance for the purposes of the RDO process, regardless of the number of categories in which the employee receives a standard of above standard rating.

e. In order to participate and maintain rights and privileges in this section, the employee must be free from performance related adverse personnel actions (e.g., inattentiveness on the job, insubordination, etc.). Upon the initial implementation of the Watch Preference at each institution, previous year adverse personnel actions will not be considered for the purposes of eligibility.

f. An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Worker's Compensation, leave of absence, annual military leave, etc., may participate in the RDO bid process. Employees who are successful in obtaining preferred RDO must assume the assignment within sixty days (60) of posting of the bid results. Until such time as the employee assumes the RDO's, they temporarily revert to management assigned positions.

g. In the event the employee is unable to assume the RDO within the sixty (60) calendar days, the employee will be placed in an assignment at management's discretion.

F. Implementation

1. Initial implementation for calendar year 1999 will be in accordance with the adjusted timetable if necessary. Subsequent implementation periods of the bid process will follow the revised agreed upon timetable.
2. The bid process begins in the month of October, and annually thereafter, for those employees who are eligible and wish to participate in the Watch Preference and Preferred Weekend RDO Program. An updated seniority roster shall be posted no later than October 1 to allow interested employees an opportunity to review their established seniority.
3. All approved bid request forms must be completed for both watch and RDO and submitted no later than close of business on November 1 or the following Monday if the date falls on the weekend. Bid request forms shall be date-stamped to verify receipt.
4. Unless otherwise contested by October 15, an employee's seniority, as posted on October 1, shall determine the employee's placement in the program. The final assignments will be in January of each year.

5. An employee may voluntarily withdraw from participation in the Watch and Preferred RDO program by submitting a written request to his/her supervisor. Employee(s) who withdraw(s) will be assigned at management's discretion.
6. Failure on the part of an employee to submit a watch/RDO preference request form by close of business November 1, annually, shall result in a no preference indicated (NPI) for the employee. The employee will be assigned a watch and RDO at management's discretion.
7. Eligible employees who are not placed in any watch preference or preferred weekend RDO because of insufficient seniority during the open bid period, will not be considered until the next open bid period.
8. A waiting list will be established with those employees who have been removed from a preferred RDO as a result of a correction to a seniority date or due to management error in assigning the employee.
9. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid period.
10. For the RDO process, at the time employees submit their watch preference requests, eligible employees shall also indicate their interest in being considered for Preferred Weekend RDO. As watch assignments are made, eligible employees will be placed into available Preferred Weekend RDO commensurate with their watch preference.
11. Sixty percent (60%) of all Preferred Weekend RDO will be filled on a seniority basis on each watch. Management at each institution will calculate this number. An example would be if there were twenty-five (25) Friday/Saturday positions at an institution, fifteen (15) positions would be available for use under the preferred RDO program. The identification of the specific assignment within the sixty percent (60%) will continue to be determined at management's discretion.
12. Positions will not normally be realigned once the assignments have been made. If realignment becomes necessary based upon a major program or major operational need, local management will meet and discuss any potential change with CSEA prior to implementation of such realignment.
13. As new institutions become eligible for this procedure the State agrees to meet and discuss implementation at the new location.

G. Maintenance

The following steps will be adhered to regarding maintenance of the system after the initial Watch Preference or Preferred Weekend RDO assignments have been made:

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment during the next personnel movement sheet cycle after being determined qualified to resume such duties.

- a. If the absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the watch/RDO's if the absence was generated by a management decision.
- b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same watch/RDO for the remainder of the bid period.
- c. An employee exceeding the sixty (60) calendar day limit for any other reason will be assigned commensurate with his/her watch preference.

2. The application of this provision shall not interfere with management's need to ensure an ethnic and gender balanced work force for the respective institution, nor shall it restrict or interfere with management's expectations for the normal training and development of employees.

3. An employee may be removed from the Preferred Weekend RDO upon receipt of the final copy of a substandard performance evaluation. Such movement will be to the same watch, without regard to RDO for the remainder of the bid period. Removal of the employee must be approved by the appointing authority on a case-by-case basis. The otherwise qualified employee will be permitted to bid in the subsequent bid period.

4. An employee may be temporarily removed from the Preferred Weekend RDO pending a personnel investigation/EEO investigation, but will be assigned to substantially similar start/stop time and RDO. Once the investigation has been concluded and if the changes have not been substantiated, the employee may be returned to their Preferred Weekend RDO.

5. An employee shall be removed from the Preferred Weekend RDO upon the effective date of an adverse action related to job performance (upon the conclusion of the Skelly hearing process and/or time frames associated with that process.) Such movement will be to the same watch, without regard to RDO. The employee shall be excluded from participating in the subsequent bid period.

6. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a Preferred Weekend RDO assignment, that employee shall be job changed to a new post possessing similar Preferred Weekend RDO on the same watch, if available.

H. Contested Seniority Dates

1. An employee alleging seniority date errors/disputes shall submit his/her complaint to the first formal level of review with the normal time frames specified in the grievance process.

2. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall have the right to Preferred Weekend RDO selection if the seniority score would have originally resulted in appropriate Preferred Weekend RDO placement.

3. Placement of an employee in Preferred Weekend RDO assignment due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced. However, the employee has the right to go on a waiting list for the next available weekend day RDO slot matching the employee's bid.

I. Disputes

1. Disputes concerning this Section shall be grievable to the Director's level of review and shall not be arbitrable.
2. Either party may request to meet and discuss any problems with this procedure. A request to meet shall occur within thirty (30) days of the request.

ARTICLE 22 - PROFESSIONAL PRACTICE GROUPS

A. The purpose of professional practice groups is to provide an orderly process through which nurses' services may participate regularly as a group to:

1. Establish, maintain and improve the standard of nursing practices;
2. Function as a central group to assist in:
 - a. maintaining competence in nursing practices;
 - b. increasing the scope of practice of registered nurses by exposure to new skills, trends, and developments of practice within the profession; and
 - c. recognizing and accepting responsibility for recommending improvements to nursing practice;
3. Participate actively in efforts to define and upgrade the standards of nursing 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 and channeling this input for study, evaluation and consideration; and
5. Improve communications between members of the profession, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in nursing practices such as a result of legislation, science or new applications and interpretation of existing laws.

B. It is the intent of the State to support the establishment of PPG's on either a facility or regional basis. All Registered Nurses employed at a facility are members of the PPG. The size, composition, and frequency of meetings for registered nurse PPG's shall be determined by facility management, which may include multi-disciplinary Professional Practice Groups. Facilities which currently have multi-disciplinary PPG's may continue their inter-disciplinary PPG's. These meetings shall be open. Subject to supervisory approval based on operational need and with reasonable advance notice, an employee shall be permitted to attend a PPG meeting. The process of selecting officers shall include an election of representative rank-and-file registered nurses and may also include direct appointments by management. Direct appointments by management may not exceed one-half of the total officers. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance and distribute their minutes and notice of meetings only within the facility. Each professional practice group shall prepare minutes and provide a copy to management. Upon request, facility management may 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. Registered Nurses 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. Management shall acknowledge the receipt of the recommendations and respond on a case by case basis as determined by management. It is understood by both parties that effective two-way communications improve morale and productivity.

E. No Professional Practice Group shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPG's may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. Professional Practices Groups are also appropriate forums to discuss issues such as appropriate trauma and crisis counseling for special situations, the need for hospice training where applicable and in accordance with job requirements. 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. The Department of the Youth Authority shall support the formation of Professional Practices Groups at all of its facilities.

G. The Department of Corrections shall support the establishment of Professional Practices Groups using criteria in this provision as guidelines. A detailed agenda will be submitted to management for approval at least ten (10) days prior to any meeting. Employees shall not receive any overtime for attending this meeting.

H. The Department of Health Services shall support Professional Practice Groups. No bargaining unit officer, job steward, supervisor or designated manager may serve as an elected or appointed officer. PPG meetings shall be open.

I. The Department of Education shall schedule at least one (1) meeting during each year of this Agreement and the school year between representatives of the registered nurse staff of the two (2) schools for the deaf and the three (3) diagnostic schools. The Department shall publish the meeting schedule by September 1 each year of this agreement. Unit 17 representatives will have at least thirty (30) days to submit agenda items. Additional meetings shall be scheduled at the Department's discretion. For these meetings, representatives may be required to travel in conjunction with other staff during planned school activities and be required to use Departmental designated accommodations and facilities. A detailed agenda will be submitted for approval to the Department at least ten (10) work days prior to the meeting. Employees shall suffer no loss of compensation and shall receive no overtime compensation as a result of these meetings. If a representative's workweek cannot be modified due to operational needs, any weekend meeting shall be considered work time and compensated on an hour-for-hour basis.

J. All departments that currently utilize Professional Practices Groups shall reaffirm, in writing, and publish, the importance of the Professional Practices Group and encourage Unit 17 employees to attend the meetings. The date, time, and location of the meetings shall be included in the notice. This information shall be provided to new employees during the formal orientation process.

K. Subsections A. and E. of this Section are not subject to the Grievance and Arbitration Article.

ARTICLE 23 - MISCELLANEOUS

23.1 Release Time for State Personnel Board Hearings

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

23.2 Nursing Policy and Procedures Manual

Within the Departments of Education, Veterans' Affairs, Corrections, California Youth Authority, Mental Health, and Developmental Services, each Department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctors orders, validated standard medication procedures, medical protocol, and record keeping. This provision applies only to those work areas where hands-on-care is provided. A manual shall be provided at each facility where hands-on-care is provided and such manual(s) shall be freely accessible to Unit 17 employees.

23.3 State-Owned Housing Rental and Utility Rates

A. Rent

Current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty-five percent (25%) each year.
2. Where no rent is being charged the State may raise rents up to \$75 per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State housing shall not ordinarily be a condition of employment. When the rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days' advance notice.

B. Utilities

Current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

23.4 Work and Family Programs

A. The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave and a variety of other programs.

B. The State agrees to establish a State Labor-Management Work and Family Advisory Committee with management and labor co-chairs to identify alternatives to assist State employees in addressing family needs and to encourage State employees to participate in work and family programs. The Committee shall be comprised of an equal number of union and management representatives. Membership on the Committee is open to all union bargaining units that want to participate. The Union shall have four representatives. If the representatives are State employees, they shall serve without loss of State compensation. The committee shall meet and report regularly and shall issue a report with recommendations for implementation of work and family programs by June 1, 2000.

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

D. The union agrees to support legislation that would establish and maintain the Work and Family Fund.

23.5 Labor/Management Committee

Upon request of the Union and with the concurrence of the department head or designee, a Labor/Management Committee may be established to address specific issues relating to Unit 17.

Such committees may be established according to the following guidelines:

A. The committee will consist of equal numbers of management and Union representatives.

B. Committee recommendations, if any, will be advisory in nature.

C. Labor/Management Committee meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.

23.6 Labor/Management Committee - Nurse Utilization

A. Any department with Unit 17 employees shall upon request by Unit 17 establish a joint labor/management committee to review the current utilization and scope of practice of registered nurses. The committee shall review applicable Federal and State regulations for the purpose of developing recommendations regarding organizational, regulatory and legislative actions necessary to assure the full participation of registered nurses in the department's treatment programs. The committee shall consist of no less than two (2) representatives from Unit 17 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 committee meetings. Each party shall be responsible for the expenses of their participants. The parties shall meet and confer prior to implementing any recommendations pertaining to issues within the scope of practice. Management shall invite subject matter experts to speak on specific items.

B. For facility issues, a subcommittee of the labor/management committee may be convened at each facility identified by Unit 17. For purposes of the subcommittee, in lieu of the statewide labor/management committee Unit 17 representatives, the Union may appoint two (2) facility representatives to participate. Subcommittee issues may include, but are not limited to, housekeeping duties, janitorial duties, in-service training and Professional Practice Groups.

23.7 Group Legal Services Plan

Unit 17 employees shall be able to participate in the State's Group Legal Services Plan. It is understood that 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 employee through a service charge.

ARTICLE 24 - ENTIRE AGREEMENT AND DURATION

24.1 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsections B. and C. below.

B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement.

Except for the Department of Developmental Services and the Department of Mental Health, the parties recognize that during the term of this Agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CSEA Local 1000 of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 17, when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 17;
2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.
3. Where CSEA Local 1000 requests to negotiate with the State.

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

C. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement.

In the Department of Developmental Services and the Department of Mental Health, 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 CSEA of the proposed change thirty (30) days prior to its proposed implementation 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 working condition changes would have on the employees in Unit 17 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 17. The phrase "large number" shall mean:
 - a. A majority of the employees in a State hospital, a developmental center, or a Department of Mental Health psychiatric program in a correctional facility.
 - b. A majority of the employees in a Unit 17 classification such as Registered Nurse or Health Services Specialist.

Notwithstanding C.1. above, impact negotiations under the terms of this provision will be conducted on:

- a. A closure of an entire program within the State hospital or developmental center;
- b. A closure of a living unit or residence that will not be accomplished utilizing the provisions of this Agreement;
- c. A change in work week schedule for all Unit 17 employees in a program.

2. Where the subject matter of the change is subject to negotiations pursuant to the Ralph C. Dills Act.

3. Where CSEA 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 arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

24.2 Duration

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including July 2, 2001.

B. The Union reserves the right to open negotiations for a successor agreement after March 1, 2001, by giving the State written notice.

SIDE LETTERS, APPENDIXES AND ATTACHMENTS

SIDELETTER #1 Pending Arbitrations

If the second notice request for arbitration of grievances filed prior to July 1, 1998 is not received within six (6) months of the ratification of this agreement by both parties, the grievances shall be deemed withdrawn.

SIDELETTER #2 Domestic Partner Coverage

Should legislation pass during the term of this Agreement regarding changes in eligibility of domestic partners for health benefits, the Union and the State agree that those legislative provisions shall apply to Unit 17 employees.

SIDELETTER #3 Activation of CTC's

Except as directed by the courts, the provisions of the CDC-CSEA agreement regarding activation of Correctional Treatment Centers (June 99) shall continue during the term of this agreement. CDC and CSEA shall, upon request of either party, meet and confer over the impact of court directives.

SIDELETTER #4 Addendum to DHS Travel Advance Policy

The Union shall encourage all Unit 17 employees of the Department of Health Services to obtain an American Express Government card. When requesting a travel advance, Unit 17 employees who do not obtain an American Express Government card shall not have to specify "financial hardship" as the reason for the travel advance request.

SIDELETTER #5 Recruitment and Retention Differential - Yountville Veteran's Home

Effective July 1, 1999, employees in the classification of Registered Nurse at the Veteran's Home in Yountville shall be eligible to receive the \$200 recruitment and retention differential authorized under Section 11.3 of the Unit 17 agreement.

SIDELETTER #6 Recruitment and Retention Differential

The Department of Mental Health may apply the provisions of Section 11.3 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

APPENDIX A – Vacation & Sick Leave – Part-Time Employees

**Chart for Computing Leave and Holiday Credit for
All Fractional Time Base Employees - Vacation & Sick Leave**

Time Base	Monthly Leave Accrual Rates (in hours)						
	Vacation					Sick Leave	Holiday Credit
Full Time	7	10	12	13	14	8	8
1/5	1.40	2.00	2.40	2.60	2.80	1.60	1.60
2/5	2.80	4.00	4.80	5.20	5.60	3.20	3.20
3/5	4.20	6.00	7.20	7.80	8.40	4.80	4.80
4/5	5.60	8.00	9.60	10.40	11.20	6.40	6.40
1/8	0.88	1.25	1.50	1.63	1.75	1.00	1.00
1/4	1.75	2.50	3.00	3.25	3.50	2.00	2.00
3/8	2.63	3.75	4.50	4.88	5.25	3.00	3.00
1/2	3.50	5.00	6.00	6.50	7.00	4.00	4.00
5/8	4.38	6.25	7.50	8.13	8.75	5.00	5.00
3/4	5.25	7.50	9.00	9.75	10.50	6.00	6.00
7/8	6.13	8.75	10.50	11.38	12.25	7.00	7.00
1/10	0.70	1.00	1.20	1.30	1.40	0.80	0.80
3/10	2.10	3.00	3.60	3.90	4.20	2.40	2.40
7/10	4.90	7.00	8.40	9.10	9.80	5.60	5.60
9/10	6.30	9.00	10.80	11.70	12.60	7.20	7.20

APPENDIX B – Annual Leave - Part-Time Employees

**Chart for Computing Leave and Holiday Credit for
All Fractional Time Base Employees - Annual Leave**

Time Base	Monthly Leave Accrual Rates (in hours)					Holiday Credit
	Annual					
Full Time	11	14	16	17	18	8
1/5	2.20	2.80	3.20	3.40	3.60	1.60
2/5	4.40	5.60	6.40	6.80	7.20	3.20
3/5	6.60	8.40	9.60	10.20	10.80	4.80
4/5	8.80	11.20	12.80	13.60	14.40	6.40
1/8	1.38	1.75	2.00	2.13	2.25	1.00
1/4	2.75	3.50	4.00	4.25	4.50	2.00
3/8	4.13	5.25	6.00	6.38	6.75	3.00
1/2	5.50	7.00	8.00	8.50	9.00	4.00
5/8	6.88	8.75	10.00	10.63	11.25	5.00
3/4	8.25	10.50	12.00	12.75	13.50	6.00
7/8	9.63	12.25	14.00	14.88	15.75	7.00
1/10	1.10	1.40	1.60	1.70	1.80	0.80
3/10	3.30	4.20	4.80	5.10	5.40	2.40
7/10	7.70	9.80	11.20	11.90	12.60	5.60
9/10	9.90	12.60	14.40	15.30	16.20	7.20

APPENDIX C – Resource Contacts

DEPARTMENT / FACILITY	RESOURCE	PHONE NUMBER
Health Services	Training Office	(916) 323-5273
Corrections	Health Care Services Division	(916) 445-0118
Youth Authority	Health Care Services	(916) 262-2732
Education (Special Schools)	Training Office	(916) 657-3954
Developmental Services Agnews Fairview Lanterman Porterville Sonoma	Personnel Office	(408) 451-6000 (714) 957-5000 (909) 595-1221 (559) 782-2222 (707) 938-6000
Mental Health Atascadero Metropolitan Napa Patton Vacaville	Personnel Office	(805) 468-2016 (562) 651-2231 (707) 253-5445 (909) 425-7541 (707) 453-7057
Veterans Homes Barstow Chula Vista Yountville	Personnel Office	(760) 252-6283 (619) 482-6024 (707) 944-4550

APPENDIX D – Unit 17 Salary Schedule for 1999 – 2001

01/27/00 PDC1082C 17 - REGISTERED NURSE

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
HEALTH FACILITIES EVALUATOR NURSE	SZ95	8011		3635.00	4380.00	3780.00	4555.00	2
HEALTH SERVICES SPECIALIST	TI65	8160		3634.00	4380.00	3779.00	4555.00	2
HEALTH SERVICES SPECIALIST (FORENSIC FACILITY)	TI66	9699		3634.00	4380.00	3779.00	4555.00	2
INFECTION CONTROL SPECIALIST	TJ95	8201		3985.00	4800.00	4144.00	4992.00	2
MENTAL HEALTH NURSE I	TJ25	8199		3795.00	4571.00	3947.00	4754.00	2
NURSE CONSULTANT I	TJ35	8197		3795.00	4571.00	3947.00	4754.00	4C
NURSE CONSULTANT II	TJ30	8195		4166.00	5020.00	4333.00	5221.00	4C
NURSE CONSULTANT III (SPECIALIST)	TJ20	8181		4571.00	5515.00	4754.00	5736.00	4C
NURSE EVALUATOR I, HEALTH SERVICES	TN95	8143		3318.00	3988.00	3451.00	4148.00	2
NURSE EVALUATOR II, HEALTH SERVICES	TN90	8144		3635.00	4380.00	3780.00	4555.00	2
NURSE INSTRUCTOR	TI55	8154	A B	3795.00 4184.00	4571.00 5040.00	3947.00 4351.00	4754.00 5242.00	2 2
NURSE INSTRUCTOR, CORRECTIONAL FACILITY	TI57	9353	A B	3792.00 4184.00	4571.00 5040.00	3944.00 4351.00	4754.00 5242.00	2 2

17 - REGISTERED NURSE

	SCHEMATIC	CLASS	A/R	7/1/99		9/1/00		WVG
				MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
NURSE PRACTITIONER								
	TJ91	8212	A	4166.00	5020.00	4333.00	5221.00	2
			B	4593.00	5534.00	4777.00	5755.00	2
NURSE PRACTITIONER (FORENSIC FACILITY)								
	TJ94	9700	A	4166.00	5020.00	4333.00	5221.00	2
			B	4593.00	5534.00	4777.00	5755.00	2
NURSE PRACTITIONER, CORRECTIONAL FACILITY								
	TJ93	9278	A	4166.00	5020.00	4333.00	5221.00	2
			B	4593.00	5534.00	4777.00	5755.00	2
NURSE PRACTITIONER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES								
	TJ92	8227	A	4166.00	5020.00	4333.00	5221.00	2
			B	4593.00	5534.00	4777.00	5755.00	2
NURSE-ANESTHETIST								
	TN60	8136	A	4184.00	5040.00	4351.00	5242.00	2
			B	4611.00	5555.00	4795.00	5777.00	2
NURSE-ANESTHETIST, CORRECTIONAL FACILITY								
	TN65	9273	A	4184.00	5040.00	4351.00	5242.00	2
			B	4611.00	5555.00	4795.00	5777.00	2
NURSING TREATMENT SPECIALIST								
	TI45	8157		3458.00	4166.00	3596.00	4333.00	2
PRE-REGISTERED NURSE								
	TH50	8140		2964.00	3240.00	3083.00	3370.00	2
PRE-REGISTERED NURSE, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES								
	TH51	8170		2964.00	3240.00	3083.00	3370.00	2
PUBLIC HEALTH NURSE I								
	TK20	8213		3634.00	4380.00	3779.00	4555.00	2
PUBLIC HEALTH NURSE I, CORRECTIONAL FACILITY								
	TK16	9274		3634.00	4380.00	3779.00	4555.00	2

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WVG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
PUBLIC HEALTH NURSE I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES							
TK18	8297		3634.00	4380.00	3779.00	4555.00	2
PUBLIC HEALTH NURSE II							
TK10	8210		3988.00	4011.00	4148.00	5003.00	2
PUBLIC HEALTH NURSE II, CORRECTIONAL FACILITY							
TK13	9345		3988.00	4811.00	4148.00	5003.00	2
REGISTERED NURSE							
TI90	8165	A	3235.00	3888.00	3364.00	4044.00	2
		B	3462.00	4171.00	3600.00	4338.00	2
		C	3567.00	4287.00	3710.00	4458.00	2
		D	3816.00	4600.00	3969.00	4784.00	2
		F	2695.83	3240.00	2808.33	3370.00	2
		G	2885.00	3475.83	3000.00	3615.00	2
REGISTERED NURSE (FORENSIC FACILITY)							
TH55	8094	A	3235.00	3888.00	3364.00	4044.00	2
		B	3462.00	4171.00	3600.00	4338.00	2
		C	3567.00	4287.00	3710.00	4458.00	2
		D	3816.00	4600.00	3969.00	4784.00	2
REGISTERED NURSE, CORRECTIONAL FACILITY							
TI80	9275	A	3235.00	3888.00	3364.00	4044.00	2
		B	3462.00	4171.00	3600.00	4338.00	2
		C	3567.00	4287.00	3710.00	4458.00	2
		D	3816.00	4600.00	3969.00	4784.00	2
		F	2695.83	3240.00	2808.33	3370.00	2
		G	2885.00	3475.83	3000.00	3615.00	2
REGISTERED NURSE, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES							
TI91	8171	A	3235.00	3888.00	3364.00	4044.00	2
		B	3462.00	4171.00	3600.00	4338.00	2
		C	3567.00	4287.00	3710.00	4458.00	2
		D	3816.00	4600.00	3969.00	4784.00	2
		F	2695.83	3240.00	2808.33	3370.00	2
		G	2885.00	3475.83	3000.00	3615.00	2
SURGICAL NURSE I							
TN50	8135	A	3484.00	4187.00	3623.00	4354.00	2

17 - REGISTERED NURSE

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WVG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
SURGICAL NURSE I							
TN50	8135	B	3842.00	4617.00	3996.00	4802.00	2
SURGICAL NURSE I, CORRECTIONAL FACILITY							
TN54	9277	A	3484.00	4187.00	3623.00	4354.00	2
		B	3842.00	4617.00	3996.00	4802.00	2
SURGICAL NURSE I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES							
TN51	8130	A	3484.00	4187.00	3623.00	4354.00	2
		B	3842.00	4617.00	3996.00	4802.00	2
SURGICAL NURSE II							
TN40	8134	A	3816.00	4600.00	3969.00	4784.00	2
		B	4208.00	5072.00	4376.00	5275.00	2
SURGICAL NURSE II, CORRECTIONAL FACILITY							
TN52	9329	A	3816.00	4600.00	3969.00	4784.00	2
		B	4208.00	5072.00	4376.00	5275.00	2

APPENDIX E – FLSA Exempt Employee Differential

FLSA EXEMPT EMPLOYEE DIFFERENTIAL FOR EXTREMELY ARDUOUS WORK AND EMERGENCIES

Effective: 9/1/93

Revised: 7/1/99

CRITERIA
<p>At the discretion of the appointing authority, excluded employees who are exempt from the Federal Fair Labor Standards Act (FLSA) shall be eligible to receive the differential when performing arduous work that exceeds the normal demands of State service employment. Excluded employees are eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property). All of the following conditions must be met in order to apply this pay differential:</p> <p>Appropriate Duties</p> <p>The duties and responsibilities may not include work that is covered by the provisions of FLSA.</p> <p>Non-negotiable Deadline or Extreme Urgency</p> <p>The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of deadline.</p> <p>For example, preparing and presenting to the Governor's Office, Legislature, or Legislative Committees fiscal/line item analysis and budgetary information concerning the State Budget or departmental and line program budgets by a specific date, or testifying before the Legislature or Legislative Committees at their request, or responding to a declared emergency situation.</p> <p>Work Exceeds Normal Work Hours and Normal Productivity</p> <p>The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.</p> <p>Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. They may regularly be required to work more than 40 hours per week to complete their work. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.</p>

Work is Unavoidable

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

Work Involves Extremely Heavy Workload

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

For example, in an emergency involving extreme health, safety and/or cost consequence, an employee may be required to work evenings and weekends for several weeks, averaging more hours of work than can be scheduled/arranged for time off.

No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

The Circumstances That Support This Pay Differential Must Be Documented

Departments must maintain records of the employees and amounts paid in each pay period, and a brief description of the circumstances for which the differential was provided.

Departments are delegated responsibility for the review and approval of payment. Their review should occur after the work is completed to ensure that all of the conditions that warrant the pay differential were present. Application of the pay differential provisions is subject to audit or review by the Department of Personnel Administration (DPA) as necessary.

RATE	
\$300.00 per workweek, up to \$1200 total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends.	
An employee may be paid: period	\$ 300 \$ 600 \$ 900 or \$ 1200 per pay

APPENDIX F – Alternate Range Criteria 40 and 231

ALTERNATE RANGE CRITERIA 40

Effective 7/1/83

Revised 2/1/94

Range A. This range shall apply to incumbents who do not meet the criteria for payment in Range B.

Range B. This range shall apply to incumbents in positions approved by the Department of Personnel Administration's and the State Personnel Board's staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards or resident workers who substantially replace civil service employees for a total of at least 173 allocated hours of inmates', wards', or resident workers' time per pay period.

This range may also apply to employees in positions approved by the Department of Personnel Administration's staff as having direct supervisory responsibility over incumbents who meet the conditions stated above.

Exception: Employees in classes that are eligible for the Institutional Worker Supervision Pay (IWSP) Differential shall not be eligible for Alternate Range B.

Prior to movement to another class in State service, an employee receiving compensation under Range B shall first be returned to Range A at a salary rate which he/she would have received had he/she remained in Range A.

ALTERNATE RANGE CRITERIA 231

Established 7/11/89

When the requirements for a particular criteria are met and upon recommendation of the appointing power, the employee shall receive a rate under the provisions of DPA Rule 599.674(b).

Range A. This range shall apply to incumbents who do not meet criteria for payment at a higher range.

Range B. This range shall apply to those incumbents who have satisfactorily completed the equivalent of 12 months of professional nursing experience in either:

1. The California state service performing duties of a Registered Nurse, Range A, or Registered Nurse (Forensic Facility), Range A, or Registered Nurse (Hispanic), Range A. Experience as a Pre-Registered Nurse may be substituted for up to six months of the required Range A experience on a month-for-month basis; **or**

2. facility for inpatient or outpatient care.

a. A Master's Degree in Nursing may be substituted for the entire experience or a Baccalaureate Degree in Nursing may be substituted for six months of the required experience.

b. Experience performing the duties of a Medical Technical Assistant, Psychiatric Technician or a Licensed Vocational Nurse working with inmate patients, developmentally disabled, mentally disabled, or Veterans' Home and Medical Center members may be substituted for up to six months of the required experience on the basis that two months of Medical Technical Assistant/Psychiatric Technician/Licensed Vocational Nurse experience equals one month of the required experience.

c. Experience performing the duties of a Senior Psychiatric Technician may be substituted for the required experience on a month-for-month basis.

Range C. This range shall apply to incumbents who meet criteria for payment at Range A under Alternate Range Criteria 231 and who are in positions that meet the criteria for payment at Range B of Alternate Range 40.

Range D. This range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 231 and who are in positions that meet the criteria for payment at Range B of Alternate Range 40.

Prior to movement to another class in State service, an employee receiving compensation under Range C or D shall first be returned to the range under Alternate Range Criteria 231 for which he/she meets the criteria without application of the provisions of Alternate Range 40.

Signature Page

UNIT 17 AGREEMENT (1999 – 2001)
REGISTERED NURSE

CALIFORNIA STATE EMPLOYEES
ASSOCIATION (CSEA)
Local 1000, SEIU, AFL-CIO



Elizabeth A. Russo, Chief Spokesperson
California State Employees Association
Local 1000, SEIU, AFL-CIO



Randy Blackwell, Registered Nurse (FF)
Unit 17 Chairperson
Department of Mental Health



Shirle K. Hall, Registered Nurse (CF)
Unit 17 Vice Chairperson
Department of Corrections



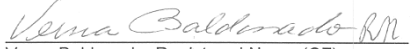
Robert Swift, Health Facilities Evaluator Nurse
Unit 17 Alternate Vice Chair
Department of Health Services



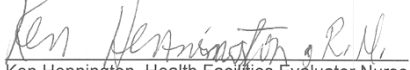
Laurie Lyons, Health Services Specialist
Department of Developmental Services



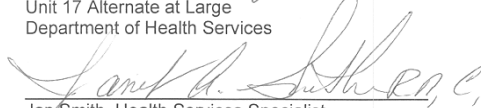
Sylvia Moore, Registered Nurse
Department of Education



Verna Baldonado, Registered Nurse (CF)
Unit 17 Alternate at Large
Department of Corrections

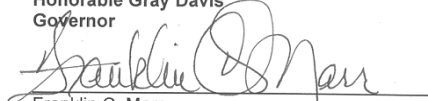


Ken Hennington, Health Facilities Evaluator Nurse
Unit 17 Alternate at Large
Department of Health Services



Jan Smith, Health Services Specialist
Unit 17 Alternate at Large
Department of Developmental Services

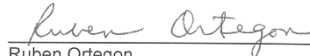
STATE OF CALIFORNIA
Honorable Gray Davis
Governor



Franklin C. Marr
Chief Spokesperson
Department of Personnel Administration



James Moore
Department of Mental Health



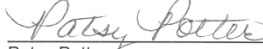
Ruben Ortegon
Department of Corrections



Kathy Howard
Department of Health Services



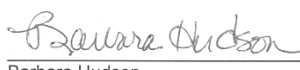
Gordon Lee
Department of Developmental Services



Patsy Potter
Department of Veterans Affairs



Dennis Kellogg
California Youth Authority



Barbara Hudson
Department of Personnel Administration