

Docket No. C061020

**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
FOR THE THIRD APPELLATE DISTRICT**

C061020

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1000,  
Plaintiff and Appellant,

v.

JOHN CHIANG, as State Controller, etc.,  
Defendant and Appellant;

ARNOLD SCHWARZENEGGER, as Governor, etc. et al.,  
Defendants and Respondents.

Sacramento County

Judge: Patrick Marlette

Sacramento County No. 34200980000135CUWMGDS

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**JOINT APPENDIX  
VOLUME II OF X [PAGES 285 THROUGH 541]**

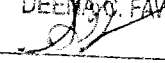
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On Appeal of an Order and Judgment  
by the Sacramento Superior Court  
No. 34-2009-80000135-CU-WM-GDS  
The Honorable Patrick Marlette

**FILED**

SEP - 3 2009

PAUL HARRIS, Chief Counsel (SBN 180265)  
ANNE M. GIESE, Sr. Staff Attorney (SBN 143934)  
**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1000**  
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COURT OF APPEAL - THIRD DISTRICT  
DEENA G. FAWCETT  
BY  Deputy

Attorneys for Plaintiff and Appellant  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1000



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20 Attorneys for Defendants ARNOLD SCHWARZENEGGER,  
21 Governor; STATE OF CALIFORNIA; and DEPARTMENT OF  
22 PERSONNEL ADMINISTRATION

23 SUPERIOR COURT OF CALIFORNIA  
24 COUNTY OF SACRAMENTO

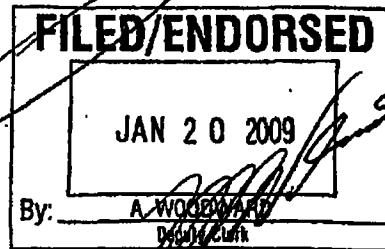
25 PROFESSIONAL ENGINEERS IN  
26 CALIFORNIA GOVERNMENT;  
27 CALIFORNIA ASSOCIATION OF  
28 PROFESSIONAL SCIENTISTS,

Petitioners/Plaintiffs,

v.

ARNOLD SCHWARZENEGGER, Governor;  
STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
STATE CONTROLLER JOHN CHIANG; and  
DOES 1 through 20, inclusive,

Respondents/Defendants.



CASE NO. 34-2008-80000126-CU-WM-GDS

DECLARATION OF DIRECTOR OF  
FINANCE MICHAEL C. GENEST

Dept.: 19

Action Filed: December 22, 2008

Trial Date: None Set

1 I, MICHAEL C. GENEST, declare as follows:

2 1. I was appointed by Governor Arnold Schwarzenegger on December 1,  
3 2005, as Director of the California Department of Finance. The mission of the Department of  
4 Finance is to serve as the Governor's chief fiscal policy advisor, promote responsible resource  
5 allocation through the state's annual financial plan, and ensure the financial integrity of the state.

6 2. I make this declaration in support of this action.

7 3. The state is currently facing a massive fiscal crisis and is on the brink of  
8 financial disaster.

9 4. Baseline revenues are now expected to be \$14.5 billion below the estimate  
10 at the time the 2008-09 Budget was enacted.

11 5. There is a projected budget deficit of approximately \$14.8 billion for this  
12 fiscal year. Without immediate corrective action, it is projected that the budget deficit will grow  
13 to \$41.6 billion dollars by the end of June 2010.

14 6. Without corrective action, baseline General Fund revenues in 2009-10 are  
15 expected to decline to \$86.3 billion. This translates to the total budget gap being 48% of the  
16 projected baseline General Fund revenues.

17 7. The Department of Finance works with the State Controller's Office and  
18 the State Treasurer's Office every year to determine whether, on a monthly basis, the state will  
19 have sufficient cash attributable to the General Fund to meet the state's obligations, including its  
20 obligations to its bondholders.

21 8. In addition to the budget crisis, the state faces a cash-flow crisis. Without  
22 an immediate legislative solution, it is anticipated that the state will lack sufficient cash to pay all  
23 of its obligations as soon as February.

24 9. The state is anticipating that there will be a General Fund cash balance of  
25 negative \$11.8 billion by the end of January and without immediate corrective actions the General  
26 Fund balance at the end of the fiscal year will be negative \$18.4 billion. The forecast for the end  
27 of July anticipates a negative General Fund cash balance of \$26.3 billion.

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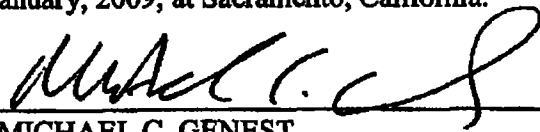
DECLARATION OF DIRECTOR OF FINANCE MICHAEL C. GENEST

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10. I have personal knowledge of the facts stated in this declaration, and if called as a witness I could and would competently testify to them.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 16<sup>th</sup> day of January, 2009, at Sacramento, California.

  
MICHAEL C. GENEST

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9 Deputy Chief Counsel, State Bar No. 127921  
10 LINDA A. MAYHEW  
11 Assistant Chief Counsel, State Bar No. 155049  
12 WILL M. YAMADA  
13 Labor Relations Counsel, State Bar No. 226669  
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Governor; STATE OF CALIFORNIA; DAVID GILB and  
DEPARTMENT OF PERSONNEL ADMINISTRATION

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

PROFESSIONAL ENGINEERS IN  
CALIFORNIA GOVERNMENT;  
CALIFORNIA ASSOCIATION OF  
PROFESSIONAL SCIENTISTS,

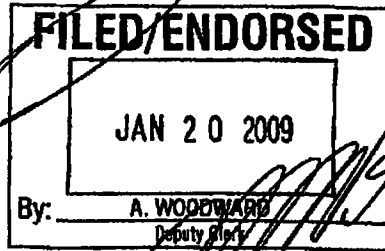
Petitioners/Plaintiffs,

v.

ARNOLD SCHWARZENEGGER, Governor;  
STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
STATE CONTROLLER JOHN CHIANG; and  
DOES 1 through 20, inclusive,

Respondents/Defendants.

AND RELATED CASES



CASE NO. 34-2008-80000126-CU-WM-GDS

Assigned For All Purposes To The Honorable  
Patrick Marlette

**PROOF OF SERVICE**

Date January 29, 2009  
Time: 9:00 a.m.  
Dept.: 19

Action Filed: December 22, 2008

Trial Date: None Set

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- 1 -

PROOF OF SERVICE

1 I, May Marlowe, declare:

2  
3 I am a citizen of the United States and employed in Sacramento County, California. I am  
4 over the age of eighteen years and not a party to the within-entitled action. My business address  
5 is 400 Capitol Mall, 27th Floor, Sacramento, California 95814. On January 20, 2009, I served a  
6 copy of the following document(s):

7 **RESPONDENTS' OPPOSITION TO PETITIONERS' PETITIONS FOR WRIT OF  
8 MANDATE IN CONSOLIDATED ACTIONS;**

9 **DECLARATION OF DAVID W. TYRA;**

10 **DECLARATION OF JULIE CHAPMAN;**

11 **DECLARATION OF ALENE SHAMAZU;**

12 **DECLARATION OF BERNICE TORREY;**

13 **DECLARATION OF DIRECTOR OF FINANCE MICHAEL C. GENEST;**

14 **EVIDENTIARY OBJECTION TO DECLARATION OF PETER FLORES, JR.**

- 15  by transmitting via facsimile the document(s) listed above to the fax number(s) set  
16 forth below on this date before 5:00 p.m.
- 17  by placing the document(s) listed above in a sealed envelope with postage thereon  
18 fully prepaid, the United States mail at Sacramento, California addressed as set  
19 forth below.
- 20  by placing the document(s) listed above in a sealed Federal Express envelope and  
21 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal  
22 Express agent for delivery.
- 23  by transmitting via e-mail or electronic transmission the document(s) listed above  
24 to the person(s) at the e-mail address(es) set forth below.

25 **Attorneys for Petitioners/Plaintiffs California**

26 **Attorneys, Administrative Law Judges and**  
27 **Hearing Officers in State Employment**  
28 Brooks Ellison, Esq.  
Patrick J. Whalen, Esq.  
THE LAW OFFICE OF BROOKS ELLISON  
1725 Capitol Avenue  
Sacramento, CA 95814  
Fax: (916) 448-5346  
Email: [counsel@calattorneys.org](mailto:counsel@calattorneys.org)

**Attorney for Respondent/Defendant State**

**Controller John Chiang**  
Rick Chivaro, Esq.  
Ronald V. Placet, Esq.  
Shawn D. Silva, Esq.  
Ana Maria Garza, Esq.  
OFFICE OF THE STATE CONTROLLER  
300 Capitol Mall, Suite 1850  
Sacramento, CA 95814  
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Email: [rchivaro@sco.ca.gov](mailto:rchivaro@sco.ca.gov)

1 **Attorneys for Petitioner/Plaintiff SEIU, Local**  
2 **1000**

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4 Anne Giese, Esq.  
5 J. Felix De La Torre, Esq.  
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**Attorneys for Petitioners/Plaintiffs**  
**Professional Engineers In California**  
**Government and California Association of**  
**Professional Scientists**

Gerald James, Esq.  
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13 I am readily familiar with the firm's practice of collection and processing correspondence  
14 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same  
15 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on  
16 motion of the party served, service is presumed invalid if postal cancellation date or postage  
17 meter date is more than one day after date of deposit for mailing in affidavit.

18 I declare under penalty of perjury under the laws of the State of California that the above  
19 is true and correct.

20 Executed on January 20, 2009, at Sacramento, California.

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\_\_\_\_\_  
May Marlowe





1 DAVID W. TYRA, State Bar No. 116218  
2 KRISTIANNE T. SEARGEANT, State Bar No. 245489  
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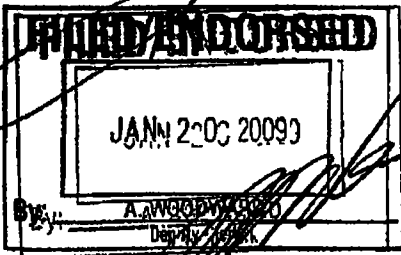
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11 Assistant Chief Counsel, State Bar No. 155049  
12 WILL M. YAMADA  
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14 Attorneys for Defendants ARNOLD SCHWARZENEGGER,  
15 Governor; STATE OF CALIFORNIA; and DEPARTMENT OF  
16 PERSONNEL ADMINISTRATION

16 SUPERIOR COURT OF CALIFORNIA  
17 COUNTY OF SACRAMENTO

18 PROFESSIONAL ENGINEERS IN  
19 CALIFORNIA GOVERNMENT;  
20 CALIFORNIA ASSOCIATION OF  
21 PROFESSIONAL SCIENTISTS,  
22  
23 Petitioners/Plaintiffs,  
24  
25 v.  
26  
27 ARNOLD SCHWARZENEGGER, Governor;  
28 STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
STATE CONTROLLER JOHN CHIANG; and  
DOES 1 through 20, inclusive,  
Respondents/Defendants.

CASE NO. 34-2008-80000126-CU-WM-GDS  
DECLARATION OF JULIE CHAPMAN  
Dept: 19  
Action Filed: December 22, 2008  
Trial Date: None Set



1 I, JULIE CHAPMAN, declare:

2 1. I am employed by the California Department of Administration (DPA) as  
3 the Deputy Director of Labor Relations. I have been employed by DPA since October 16, 2000,  
4 in progressively responsible positions, as an Assistant Labor Relations Officer, Senior Labor  
5 Relations Officer, and Assistant Chief of Labor Relations. I have been involved in labor relations  
6 with the State of California since 1994.

7 2. Part of my duties with DPA includes overseeing the collective bargaining  
8 of Memoranda of Understanding (MOU) on behalf of the State with all of the State Bargaining  
9 Unit Exclusive Representatives.

10 3. This declaration is being filed concurrently with the Respondent's  
11 Opposition to Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief.  
12 I am familiar with the facts stated in this declaration, and if called as a witness, I could, and  
13 would, testify competently to these facts.

14 4. On or about December 19, 2008, a member of DPA staff arranged  
15 telephone conferences with each State Bargaining Unit where I informed the exclusive  
16 representatives for the Bargaining Units that Governor Schwarzenegger was going to sign an  
17 Executive Order which declared a fiscal emergency in the State of California and ordered  
18 furloughing state civil service employees two days a month commencing in February of 2009.

19 5. On December 19, 2008, DPA sent notices to the exclusive representative  
20 for each State Bargaining Unit informing them Governor Schwarzenegger signed Executive  
21 Order S-16-08. The Executive Order was attached to the notices. The notices informed the  
22 unions to contact me if they wanted to meet and confer regarding the impacts of the  
23 implementation of furloughs referenced in the Executive Order. Attached to this declaration as  
24 Exhibit "A" are true and accurate copies of the notices that were sent to the Professional  
25 Engineers in California Government (PECG), the Service Employees International Union, Local  
26 1000 (SEIU), the California Attorneys, Administrative Law Judges, and Hearing Officers  
27 (CASE), and the California Association of Professional Scientists (CAPS).

28 6. Since the issuance of the aforementioned notices, I have had meetings with

1 several unions to meet and confer over the impact of the Executive Order. I also instructed my  
2 staff to contact the unions that have not arranged dates to meet, to arrange dates to meet and  
3 confer over the Executive Order.

4 7. On January 6, 2009, I met with representatives of the Service Employees  
5 International Union, Local 1000 (SEIU) to meet and confer regarding the impacts of the  
6 Executive Order.

7 8. After my meeting with representatives of the Service Employees  
8 International Union, Local 1000 (SEIU), I received a letter dated January 13, 2009, from SEIU  
9 where they admit the nine MOU's between the State of California and SEIU covering the nine  
10 Bargaining Units represented by SEIU currently remain in effect. Attached to this declaration as  
11 Exhibit "B" is a true and accurate copy of the letter from SEIU dated January 13, 2009.

12 9. On January 13, 2009, I met with representatives of the Professional  
13 Engineers in California Government (PECG) to meet and confer regarding the impacts of the  
14 Executive Order.

15 10. I have a meeting scheduled for January 23, 2009, with representatives of  
16 the California Attorneys, Administrative Law Judges, and Hearing Officers (CASE) to meet and  
17 confer regarding the impacts of the Executive Order.

18 11. The California Association of Professional Scientists (CAPS) has not  
19 requested a meeting to meet and confer regarding the impacts of the Executive Order. I was  
20 informed by my staff that CAPS was not interested in meeting regarding the impacts of the  
21 furloughs at this time.

22 12. The MOU between the State of California and Professional Engineers in  
23 California Government (PECG) covering Bargaining Unit 9, effective July 1, 2006 through July  
24 2, 2008, is currently in effect. A true and accurate copy of the cover page and table of contents of  
25 this MOU is attached as Exhibit "A" to Respondents' Request for Judicial Notice dated January  
26 9, 2009.

27 13. The MOU between the State of California and California Association of  
28 Professional Scientists (CAPS) covering Bargaining Unit 10, effective July 1, 2006 through July

1 2, 2008, is currently in effect. A true and accurate copy of the cover page and table of contents of  
2 this MOU is attached as Exhibit "B" to Respondents' Request for Judicial Notice dated January 9,  
3 2009.

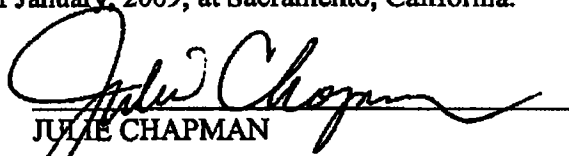
4 14. The MOU between the State of California and California Attorneys,  
5 Administrative Law Judges and Hearing Officers in State Employment (CASE) covering  
6 Bargaining Unit 2, effective July 1, 2005 through June 30, 2007, is currently in effect. A true and  
7 accurate copy of the cover page and table of contents of this MOU is attached as Exhibit "A" to  
8 Respondents' Request for Judicial Notice dated January 13, 2009.

9 15. The MOUs between the State of California and Service Employees  
10 International Union, Local 1000 (SEIU) covering Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and  
11 21, effective July 1, 2005 through June 30, 2008, are currently in effect. A true and accurate copy  
12 of the cover page and table of contents is attached as Exhibit "B" to Respondents' Request for  
13 Judicial Notice dated January 13, 2009.

14 16. In implementing the furlough plan, it is DPA's intent to implement and  
15 manage the plan in a manner fully consonant with the provisions of the Fair Labor Standards Act.

16 I declare under penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct.

18 Executed on this 16<sup>th</sup> day of January, 2009, at Sacramento, California.

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21 JULIE CHAPMAN  
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**EXHIBIT A**

**DEPARTMENT OF PERSONNEL ADMINISTRATION**

LABOR RELATIONS DIVISION  
1000 STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95811-7258



December 19, 2008

Bruce Blanning  
Professional Engineers in California Government  
660 "J" Street, Suite 445  
Sacramento, CA 95814

Dear Mr. Blanning:

Today, Governor Schwarzenegger signed Executive Order S-16-08 which declared a fiscal emergency in the State of California.

In accordance with the Governor's constitutional and statutory authority and consistent with Government Code section 3516.5, the Department of Personnel Administration (DPA) will implement a furlough of State employees two days a month. This furlough plan will be implemented as of February 1, 2009 through June 30, 2010.

Attached for your review is the executed Executive Order. If you would like to meet and confer regarding this furlough, please contact me at (916) 324-0476.

Sincerely, .

A handwritten signature in black ink, appearing to read "Julie Chapman".

Julie Chapman  
Deputy Director of Labor Relations





# Office of the Governor

ARNOLD SCHWARZENEGGER  
THE PEOPLE'S GOVERNOR

## EXECUTIVE ORDER S-16-08

2008

REAS, due to developments in the worldwide and national financial markets, and continuing weak performance in the California economy, there is an approximately \$15 billion General Fund deficit for the 2008-09 year, which without effective action, is estimated to grow to a \$42 billion General Fund budget shortfall over the next 18 months; and

REAS the cash reserve in the State Treasury is below the amount established by the State Controller to ensure the cash balance does not reach zero on any day in the month; and

REAS without effective action to address the fiscal and cash crisis, the cash reserve in the State Treasury is estimated to be a negative \$5 billion in March 2009; and

REAS on November 6, 2008, due to concerns regarding dramatically declining revenues, I issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the fiscal crisis that California faces; and

REAS the Legislature failed during that Special Session to enact any bills to address the State's significant economic problems; and

REAS on December 1, 2008, due to the worsening fiscal crisis, I declared that a fiscal emergency exists and convened the Legislature to meet in extraordinary session to address the fiscal crisis that California faces; and

REAS on December 1, 2008, due to the fiscal emergency and the nationwide economic recession, I also issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the economic crisis; and

REAS on December 17, 2008, the California Pooled Money Investment Board took the unprecedented action of lending money for an estimated 2,000 infrastructure projects as a result of the cash crisis, including the substantial risk that California will have insufficient cash to meet its obligations starting in February 2009; and

REAS in the December 1, 2008 fiscal emergency extraordinary session, the Legislature failed to effectively address the unprecedented statewide fiscal crisis; and

REAS immediate and comprehensive action is needed to address the fiscal and cash crisis facing the State of California; and

REAS failure to substantially reduce the deficit carried forward from the current fiscal year into the next fiscal year will likely prevent the State from being able to finance the cashflow shortages of billions of dollars, thus making it likely that the State will miss payroll and other essential services payments at the beginning of 2009; and

REAS immediate and comprehensive action to reduce current spending must be taken to ensure, to the maximum extent possible, that the essential services of the State are not jeopardized and the public health and safety preserved; and

REAS State agencies and departments under my direct executive authority have already taken steps to reduce expenses to achieve budget and cash savings for the current fiscal year; and

WHEREAS a furlough will reduce current spending and immediately improve the State's ability to meet its obligations to pay for essential services of the State so as not to jeopardize its residents' health and safety in the current and next fiscal year

I, THEREFORE, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and statutes of the State of California, do hereby determine that an emergency pursuant to Government Code section 3516.5 exists and issue this Order to become effective immediately:

**ORDERED** that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement a furlough of represented state employees and supervisors for two days per month, regardless of funding source. This plan shall include a limited exemption process.

**FURTHER ORDERED** that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement an equivalent furlough or salary reduction for all state managers, including exempt state employees, regardless of funding source.

**FURTHER ORDERED** that effective January 1, 2009 through June 30, 2010, the Department of Personnel Administration shall work with all State agencies and departments to initiate layoffs and other position reduction and other efficiency measures to achieve a reduction in General Fund payroll of up to ten percent. A limited exemption process shall be included.

**FURTHER ORDERED** effective January 1, 2009, the Department of Personnel Administration shall place at least senior twenty percent of state employees funded in any amount by General Fund resources on the State List of Appointment (SROA) list.

**FURTHER ORDERED** that effective January 1, 2009 through June 30, 2010, all State agencies and departments under my direct executive authority, regardless of funding source, are prohibited from entering into any personal services or consulting contracts to perform work as a result of the furloughs, layoffs or other position reduction measures implemented as a result of this Order.

**REQUESTED** that other entities of State government not under my direct executive authority, including the California Public Utilities Commission, the University of California, the California State University, California Community Colleges, the legislative branch (including the Legislative Counsel Bureau), and judicial branch, implement similar or other mitigation measures to achieve budget and cash savings for the current and next fiscal year.

This Order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, enforceable at law or in equity, against the State of California or its agencies, departments, entities, officers, employees, or any other person.

**FURTHER ORDER** that, as soon as hereafter possible, this Order shall be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19<sup>th</sup> day of December, 2008.

ARNOLD SCHWARZENEGGER  
Governor of California

ATTEST:  
DEBRA BOWEN  
Secretary of State

**DEPARTMENT OF PERSONNEL ADMINISTRATION**

RELATIONS DIVISION  
STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95811-7258



December 19, 2008

Michael Baratz  
SEIU, Local 1000, California State Employees Association  
PO Box 160005  
Sacramento, CA 95816

Dear Mr. Baratz:

Today, Governor Schwarzenegger signed Executive Order S-16-08 which declared a fiscal emergency in the State of California.

In accordance with the Governor's constitutional and statutory authority and consistent with Government Code section 3516.5, the Department of Personnel Administration (DPA) will implement a furlough of State employees two days a month. This furlough plan will be implemented as of February 1, 2009 through June 30, 2010

The Executive Order prohibits new personal services contracts to perform work as a result of the furloughs, layoffs or other position reduction measures. DPA will, as a result of pending layoffs to SEIU employees, meet to discuss any personal services contracts that the Union identifies as a concern.

Attached for your review is the executed Executive Order. If you would like to meet and confer regarding this furlough, please contact me at (916) 324-0476.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Chapman".

Julie Chapman  
Deputy Director of Labor Relations



# Office of the Governor

ARNOLD SCHWARZENEGGER  
THE PEOPLE'S GOVERNOR

## EXECUTIVE ORDER S-16-08

2008

REAS, due to developments in the worldwide and national financial markets, and continuing weak performance in the California economy, there is an approximately \$15 billion General Fund deficit for the 2008-09 year, which without effective action, is estimated to grow to a \$42 billion General Fund budget shortfall over the next 18 months; and

REAS the cash reserve in the State Treasury is below the amount established by the State Controller to ensure the cash balance does not reach zero on any day in the month; and

REAS without effective action to address the fiscal and cash crisis, the cash reserve in the State Treasury is estimated to be a negative \$5 billion in March 2009; and

REAS on November 6, 2008, due to concerns regarding dramatically declining revenues, I issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the fiscal crisis that California faces; and

REAS the Legislature failed during that Special Session to enact any bills to address the State's significant economic problems; and

REAS on December 1, 2008, due to the worsening fiscal crisis, I declared that a fiscal emergency exists and convened the Legislature to meet in extraordinary session to address the fiscal crisis that California faces; and

REAS on December 1, 2008, due to the fiscal emergency and the nationwide economic recession, I also issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the economic crisis; and

REAS on December 17, 2008, the California Pooled Money Investment Board took the unprecedented action of lending money for an estimated 2,000 infrastructure projects as a result of the cash crisis, including the significant risk that California will have insufficient cash to meet its obligations starting in February 2009; and

REAS in the December 1, 2008 fiscal emergency extraordinary session, the Legislature failed to effectively address the unprecedented statewide fiscal crisis; and

REAS immediate and comprehensive action is needed to address the fiscal and cash crisis facing the State of California; and

REAS failure to substantially reduce the deficit carried forward from the current fiscal year into the next fiscal year will likely prevent the State from being able to finance the cashflow shortages of billions of dollars, thus making it likely that the State will miss payroll and other essential services payments at the beginning of 2009; and

REAS immediate and comprehensive action to reduce current spending must be taken to ensure, to the maximum extent possible, that the essential services of the State are not jeopardized and the public health and safety served; and

REAS State agencies and departments under my direct executive authority have already taken steps to reduce expenses to achieve budget and cash savings for the current fiscal year; and



**REAS** a furlough will reduce current spending and immediately improve the State's ability to meet its obligations to pay for essential services of the State so as not to jeopardize its residents' health and safety in the current and next fiscal year.

**THEREFORE, I, ARNOLD SCHWARZENEGGER**, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and statutes of the State of California, do hereby determine that an emergency pursuant to Government Code section 3516.5 exists and issue this Order to become effective immediately:

**ORDERED** that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement a furlough of represented state employees and supervisors for two weeks per month, regardless of funding source. This plan shall include a limited exemption process.

**FURTHER ORDERED** that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement an equivalent furlough or salary reduction for all state managers, including exempt state employees, regardless of funding source.

**FURTHER ORDERED** that effective January 1, 2009 through June 30, 2010, the Department of Personnel Administration shall work with all State agencies and departments to initiate layoffs and other position reduction and other efficiency measures to achieve a reduction in General Fund payroll of up to ten percent. A limited exemption process shall be included.

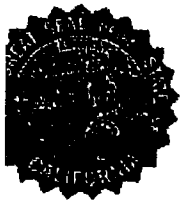
**FURTHER ORDERED** effective January 1, 2009, the Department of Personnel Administration shall place the most senior twenty percent of state employees funded in any amount by General Fund resources on the State Priority List of Appointment (SROA) list.

**FURTHER ORDERED** that effective January 1, 2009 through June 30, 2010, all State agencies and departments under my direct executive authority, regardless of funding source, are prohibited from entering into any new personal services or consulting contracts to perform work as a result of the furloughs, layoffs or other position reduction measures implemented as a result of this Order.

**REQUESTED** that other entities of State government not under my direct executive authority, including the California Public Utilities Commission, the University of California, the California State University, California Community Colleges, the legislative branch (including the Legislative Counsel Bureau), and judicial branch, implement similar or other mitigation measures to achieve budget and cash savings for the current and next fiscal year.

This Order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of California or its agencies, departments, entities, officers, employees, or any other person.

**FURTHER ORDER** that, as soon as hereafter possible, this Order shall be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.



**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19<sup>th</sup> day of December, 2008.

**ARNOLD SCHWARZENEGGER**  
Governor of California

**ATTEST:**  
**DEBRA BOWEN**  
Secretary of State

**DEPARTMENT OF PERSONNEL ADMINISTRATION**

RELATIONS DIVISION  
STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95811-7258



December 19, 2008

Brooks Ellison  
California Attorneys, Admin Law Judges & Hearing Officers in State Employment  
1725 Capital Avenue  
Sacramento, CA 95811

Dear Mr. Ellison:

Today, Governor Schwarzenegger signed Executive Order S-16-08 which declared a fiscal emergency in the State of California.

In accordance with the Governor's constitutional and statutory authority and consistent with Government Code section 3516.5, the Department of Personnel Administration (DPA) will implement a furlough of State employees two days a month. This furlough plan will be implemented as of February 1, 2009 through June 30, 2010.

Attached for your review is the executed Executive Order. If you would like to meet and confer regarding this furlough, please contact me at (916) 324-0476.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Chapman", with a long horizontal flourish extending to the right.

Julie Chapman  
Deputy Director of Labor Relations



# Office of the Governor

ARNOLD SCHWARZENEGGER  
THE PEOPLE'S GOVERNOR

## EXECUTIVE ORDER S-16-08

12/22/2008

WHEREAS, due to developments in the worldwide and national financial markets, and continuing weak performance in the California economy, there is an approximately \$15 billion General Fund deficit for the 2008-09 fiscal year, which without effective action, is estimated to grow to a \$42 billion General Fund budget shortfall over the next 18 months; and

WHEREAS the cash reserve in the State Treasury is below the amount established by the State Controller to ensure the cash balance does not reach zero on any day in the month; and

WHEREAS without effective action to address the fiscal and cash crisis, the cash reserve in the State Treasury is estimated to be a negative \$5 billion in March 2009, and

WHEREAS on November 6, 2008, due to concerns regarding dramatically declining revenues, I issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the fiscal crisis that California faces; and

WHEREAS the Legislature failed during that Special Session to enact any bills to address the State's significant economic problems; and

WHEREAS on December 1, 2008, due to the worsening fiscal crisis, I declared that a fiscal emergency exists and convened the Legislature to meet in extraordinary session to address the fiscal crisis that California faces; and

WHEREAS on December 1, 2008, due to the fiscal emergency and the nationwide economic recession, I also issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the economic crisis, and

WHEREAS on December 17, 2008, the California Pooled Money Investment Board took the unprecedented action of lending money for an estimated 2,000 infrastructure projects as a result of the cash crisis, including the substantial risk that California will have insufficient cash to meet its obligations starting in February 2009; and

WHEREAS in the December 1, 2008 fiscal emergency extraordinary session, the Legislature failed to effectively address the unprecedented statewide fiscal crisis; and

WHEREAS immediate and comprehensive action is needed to address the fiscal and cash crisis facing the State of California; and

WHEREAS failure to substantially reduce the deficit carried forward from the current fiscal year into the next fiscal year will likely prevent the State from being able to finance the cashflow shortages of billions of dollars, thus making it likely that the State will miss payroll and other essential services payments at the beginning of 2009; and

WHEREAS immediate and comprehensive action to reduce current spending must be taken to ensure, to the maximum extent possible, that the essential services of the State are not jeopardized and the public health and safety preserved; and

WHEREAS State agencies and departments under my direct executive authority have already taken steps to reduce expenses to achieve budget and cash savings for the current fiscal year; and



REAS a furlough will reduce current spending and immediately improve the State's ability to meet its obligations to pay for essential services of the State so as not to jeopardize its residents' health and safety in the current and next fiscal year.

THEREFORE, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and statutes of the State of California, do hereby determine that an emergency pursuant to Government Code section 3516.5 exists and issue this Order to become effective immediately:

ORDERED that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement a furlough of represented state employees and supervisors for two weeks per month, regardless of funding source. This plan shall include a limited exemption process.

FURTHER ORDERED that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement an equivalent furlough or salary reduction for all state managers, including exempt state employees, regardless of funding source.

FURTHER ORDERED that effective January 1, 2009 through June 30, 2010, the Department of Personnel Administration shall work with all State agencies and departments to initiate layoffs and other position reduction and other efficiency measures to achieve a reduction in General Fund payroll of up to ten percent. A limited exemption process shall be included.

FURTHER ORDERED effective January 1, 2009, the Department of Personnel Administration shall place on the State List of Senior Appointment (SROA) list the top senior twenty percent of state employees funded in any amount by General Fund resources on the State List of Senior Appointment (SROA) list.

FURTHER ORDERED that effective January 1, 2009 through June 30, 2010, all State agencies and departments under my direct executive authority, regardless of funding source, are prohibited from entering into any new personal services or consulting contracts to perform work as a result of the furloughs, layoffs or other position reduction measures implemented as a result of this Order.

REQUESTED that other entities of State government not under my direct executive authority, including the California Public Utilities Commission, the University of California, the California State University, California Community Colleges, the legislative branch (including the Legislative Counsel Bureau), and judicial branch, implement similar or other mitigation measures to achieve budget and cash savings for the current and next fiscal year.

This Order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of California or its agencies, departments, entities, officers, employees, or any other person.

FURTHER ORDER that, as soon as hereafter possible, this Order shall be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.



IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19<sup>th</sup> day of December, 2008.

ARNOLD SCHWARZENEGGER  
Governor of California

ATTEST:  
DEBRA BOWEN  
Secretary of State



**DEPARTMENT OF PERSONNEL ADMINISTRATION**

RELATIONS DIVISION  
STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95811-7258



December 19, 2008

Christopher Voight  
CA Assoc. of Professional Scientists  
660 "J" Street, Suite 480  
Sacramento, CA 95814

Dear Mr. Voight:

Today, Governor Schwarzenegger signed Executive Order S-16-08 which declared a fiscal emergency in the State of California.

In accordance with the Governor's constitutional and statutory authority and consistent with Government Code section 3516.5, the Department of Personnel Administration (DPA) will implement a furlough of State employees two days a month. This furlough plan will be implemented as of February 1, 2009 through June 30, 2010

Attached for your review is the executed Executive Order. If you would like to meet and confer regarding this furlough, please contact me at (916) 324-0476.

Sincerely,

A handwritten signature in black ink that reads "Julie Chapman".

Julie Chapman  
Deputy Director of Labor Relations



# Office of the Governor

ARNOLD SCHWARZENEGGER  
THE PEOPLE'S GOVERNOR

## EXECUTIVE ORDER S-16-08

9/2008

**WHEREAS**, due to developments in the worldwide and national financial markets, and continuing weak performance in the California economy, there is an approximately \$15 billion General Fund deficit for the 2008-09 fiscal year, which without effective action, is estimated to grow to a \$42 billion General Fund budget shortfall over the next 18 months; and

**WHEREAS** the cash reserve in the State Treasury is below the amount established by the State Controller to ensure the cash balance does not reach zero on any day in the month; and

**WHEREAS** without effective action to address the fiscal and cash crisis, the cash reserve in the State Treasury is estimated to be a negative \$5 billion in March 2009; and

**WHEREAS** on November 6, 2008, due to concerns regarding dramatically declining revenues, I issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the fiscal crisis that California faces; and

**WHEREAS** the Legislature failed during that Special Session to enact any bills to address the State's significant economic problems; and

**WHEREAS** on December 1, 2008, due to the worsening fiscal crisis, I declared that a fiscal emergency exists and convened the Legislature to meet in extraordinary session to address the fiscal crisis that California faces; and

**WHEREAS** on December 1, 2008, due to the fiscal emergency and the nationwide economic recession, I also issued a Special Session Proclamation and convened the Legislature of the State of California to meet in extraordinary session to address the economic crisis; and

**WHEREAS** on December 17, 2008, the California Pooled Money Investment Board took the unprecedented action of lending money for an estimated 2,000 infrastructure projects as a result of the cash crisis, including the substantial risk that California will have insufficient cash to meet its obligations starting in February 2009; and

**WHEREAS** in the December 1, 2008 fiscal emergency extraordinary session, the Legislature failed to effectively address the unprecedented statewide fiscal crisis; and

**WHEREAS** immediate and comprehensive action is needed to address the fiscal and cash crisis facing the State of California; and

**WHEREAS** failure to substantially reduce the deficit carried forward from the current fiscal year into the next fiscal year will likely prevent the State from being able to finance the cashflow shortages of billions of dollars, thus making it likely that the State will miss payroll and other essential services payments at the beginning of 2009; and

**WHEREAS** immediate and comprehensive action to reduce current spending must be taken to ensure, to the maximum extent possible, that the essential services of the State are not jeopardized and the public health and safety reserved; and

**WHEREAS** State agencies and departments under my direct executive authority have already taken steps to reduce their expenses to achieve budget and cash savings for the current fiscal year; and

the Governor of the State of California

WHEREAS a furlough will reduce current spending and immediately improve the State's ability to meet its obligations to pay for essential services of the State so as not to jeopardize its residents' health and safety in the current and next fiscal year.

NOW, THEREFORE, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and statutes of the State of California, do hereby determine that an emergency pursuant to Government Code section 3516.5 exists and issue this Order to become effective immediately:

**IS ORDERED** that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement a furlough of represented state employees and supervisors for two days per month, regardless of funding source. This plan shall include a limited exemption process.

**IS FURTHER ORDERED** that effective February 1, 2009 through June 30, 2010, the Department of Personnel Administration shall adopt a plan to implement an equivalent furlough or salary reduction for all state managers, including exempt state employees, regardless of funding source.

**IS FURTHER ORDERED** that effective January 1, 2009 through June 30, 2010, the Department of Personnel Administration shall work with all State agencies and departments to initiate layoffs and other position reduction and program efficiency measures to achieve a reduction in General Fund payroll of up to ten percent. A limited exemption process shall be included.

**IS FURTHER ORDERED** effective January 1, 2009, the Department of Personnel Administration shall place at least senior twenty percent of state employees funded in any amount by General Fund resources on the State Restriction of Appointment (SROA) list.

**IS FURTHER ORDERED** that effective January 1, 2009 through June 30, 2010, all State agencies and departments under my direct executive authority, regardless of funding source, are prohibited from entering into any personal services or consulting contracts to perform work as a result of the furloughs, layoffs or other position reduction measures implemented as a result of this Order.

**IS REQUESTED** that other entities of State government not under my direct executive authority, including the California Public Utilities Commission, the University of California, the California State University, California Community Colleges, the legislative branch (including the Legislative Counsel Bureau), and judicial branch, implement similar or other mitigation measures to achieve budget and cash savings for the current and next fiscal year.

This Order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, enforceable at law or in equity, against the State of California or its agencies, departments, entities, officers, employees, or any other person.

**FURTHER ORDER** that, as soon as hereafter possible, this Order shall be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19<sup>th</sup> day of December, 2008.



ARNOLD SCHWARZENEGGER  
Governor of California

ATTEST:  
DEBRA BOWEN  
Secretary of State

1 DAVID W. TYRA, State Bar No. 116218  
2 KRISTIANNE T. SEARGEANT, State Bar No. 245489  
3 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD  
4 A Law Corporation  
5 400 Capitol Mall, 27th Floor  
6 Sacramento, California 95814  
7 Telephone: (916) 321-4500  
8 Facsimile: (916) 321-4555  
9 E-mail: [dyra@kmtg.com](mailto:dyra@kmtg.com)

6 K. WILLIAM CURTIS  
7 Chief Counsel, State Bar No. 095753  
8 WARREN C. STRACENER  
9 Deputy Chief Counsel, State Bar No. 127921  
10 LINDA A. MAYHEW  
11 Assistant Chief Counsel, State Bar No. 155049  
12 WILL M. YAMADA  
13 Labor Relations Counsel, State Bar No. 226669  
14 DEPARTMENT OF PERSONNEL ADMINISTRATION  
15 1515 S Street, North Building, Suite 400  
16 Sacramento, CA 95811-7258  
17 Telephone: (916) 324-0512  
18 Facsimile: (916) 323-4723  
19 E-mail: [WillYamada@dpa.ca.gov](mailto:WillYamada@dpa.ca.gov)

20 Attorneys for Defendants ARNOLD SCHWARZENEGGER,  
21 Governor; STATE OF CALIFORNIA; DAVID GILB and  
22 DEPARTMENT OF PERSONNEL ADMINISTRATION

23 SUPERIOR COURT OF CALIFORNIA  
24 COUNTY OF SACRAMENTO

25 PROFESSIONAL ENGINEERS IN  
26 CALIFORNIA GOVERNMENT;  
27 CALIFORNIA ASSOCIATION OF  
28 PROFESSIONAL SCIENTISTS,

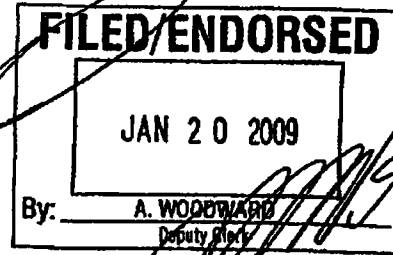
Petitioners/Plaintiffs,

v.

ARNOLD SCHWARZENEGGER, Governor;  
STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
STATE CONTROLLER JOHN CHIANG; and  
DOES I through 20, inclusive,

Respondents/Defendants.

AND RELATED CASES



CASE NO. 34-2008-80000126-CU-WM-GDS

Assigned For All Purposes To The Honorable  
Patrick Marlette

**PROOF OF SERVICE**

**Date** January 29, 2009

**Time:** 9:00 a.m.

**Dept.:** 19

**Action Filed:** December 22, 2008

**Trial Date:** None Set

1  
2 I, May Marlowe, declare:

3 I am a citizen of the United States and employed in Sacramento County, California. I am  
4 over the age of eighteen years and not a party to the within-entitled action. My business address  
5 is 400 Capitol Mall, 27th Floor, Sacramento, California 95814. On January 20, 2009, I served a  
6 copy of the following document(s):

7 **RESPONDENTS' OPPOSITION TO PETITIONERS' PETITIONS FOR WRIT OF  
8 MANDATE IN CONSOLIDATED ACTIONS;**

9 **DECLARATION OF DAVID W. TYRA;**

10 **DECLARATION OF JULIE CHAPMAN;**

11 **DECLARATION OF ALENE SHAMAZU;**

12 **DECLARATION OF BERNICE TORREY;**

13 **DECLARATION OF DIRECTOR OF FINANCE MICHAEL C. GENEST;**

14 **EVIDENTIARY OBJECTION TO DECLARATION OF PETER FLORES, JR.**

- 15  by transmitting via facsimile the document(s) listed above to the fax number(s) set  
16 forth below on this date before 5:00 p.m.
- 17  by placing the document(s) listed above in a sealed envelope with postage thereon  
18 fully prepaid, the United States mail at Sacramento, California addressed as set  
19 forth below.
- 20  by placing the document(s) listed above in a sealed Federal Express envelope and  
21 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal  
22 Express agent for delivery.
- 23  by transmitting via e-mail or electronic transmission the document(s) listed above  
24 to the person(s) at the e-mail address(es) set forth below.

25 **Attorneys for Petitioners/Plaintiffs California**  
26 **Attorneys, Administrative Law Judges and**  
27 **Hearing Officers in State Employment**

28 Brooks Ellison, Esq.  
Patrick J. Whalen, Esq.  
THE LAW OFFICE OF BROOKS ELLISON  
1725 Capitol Avenue  
Sacramento, CA 95814  
Fax: (916) 448-5346  
Email: [counsel@calattorneys.org](mailto:counsel@calattorneys.org)

**Attorney for Respondent/Defendant State**  
**Controller John Chiang**

Rick Chivaro, Esq.  
Ronald V. Placet, Esq.  
Shawn D. Silva, Esq.  
Ana Maria Garza, Esq.  
OFFICE OF THE STATE CONTROLLER  
300 Capitol Mall, Suite 1850  
Sacramento, CA 95814  
Fax: (916) 322-1220  
Email: [rchivaro@sco.ca.gov](mailto:rchivaro@sco.ca.gov)

1 Attorneys for Petitioner/Plaintiff SEIU, Local  
2 1000

3 Paul E. Harris, III, Esq.  
4 Anne Giese, Esq.  
5 J. Felix De La Torre, Esq.  
6 Brooke D. Pierman, Esq.  
7 SERVICE EMPLOYEES INTERNATIONAL  
8 UNION LOCAL 1000  
9 1808 14<sup>th</sup> Street  
10 Sacramento, CA 95814  
11 Fax: (916) 554-1292  
12 Email: [bpierman@seiu1000.org](mailto:bpierman@seiu1000.org)

Attorneys for Petitioners/Plaintiffs  
Professional Engineers In California  
Government and California Association of  
Professional Scientists

Gerald James, Esq.  
660 J Street, Suite 445  
Sacramento, CA 95814  
Fax: (916) 446-0489  
Email: [gjames@cwo.com](mailto:gjames@cwo.com)

13 I am readily familiar with the firm's practice of collection and processing correspondence  
14 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same  
15 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on  
16 motion of the party served, service is presumed invalid if postal cancellation date or postage  
17 meter date is more than one day after date of deposit for mailing in affidavit.

18 I declare under penalty of perjury under the laws of the State of California that the above  
19 is true and correct.

20 Executed on January 20, 2009, at Sacramento, California.

21  
22  
23  
24  
25  
26  
27  
28  
  
\_\_\_\_\_  
May Marlowe



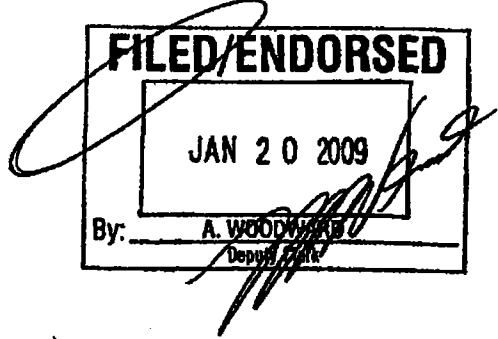
1 DAVID W. TYRA, State Bar No. 116218  
2 KRISTIANNE T. SEARGEANT, State Bar No. 245489  
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6 K. WILLIAM CURTIS  
7 Chief Counsel, State Bar No. 095753  
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9 Deputy Chief Counsel, State Bar No. 127921  
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11 Assistant Chief Counsel, State Bar No. 155049  
12 WILL M. YAMADA  
13 Labor Relations Counsel, State Bar No. 226669  
14 DEPARTMENT OF PERSONNEL ADMINISTRATION  
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18 Facsimile: (916) 323-4723  
19 E-mail: [WillYamada@dpa.ca.gov](mailto:WillYamada@dpa.ca.gov)

20 Attorneys for Defendants ARNOLD SCHWARZENEGGER,  
21 Governor, STATE OF CALIFORNIA; and DEPARTMENT OF  
22 PERSONNEL ADMINISTRATION

23 SUPERIOR COURT OF CALIFORNIA  
24 COUNTY OF SACRAMENTO

25 PROFESSIONAL ENGINEERS IN  
26 CALIFORNIA GOVERNMENT;  
27 CALIFORNIA ASSOCIATION OF  
28 PROFESSIONAL SCIENTISTS,  
  
29 Petitioners/Plaintiffs,  
  
30 v.  
  
31 ARNOLD SCHWARZENEGGER, Governor;  
32 STATE OF CALIFORNIA; DEPARTMENT  
33 OF PERSONNEL ADMINISTRATION;  
34 STATE CONTROLLER JOHN CHIANG; and  
35 DOES 1 through 20, inclusive,  
  
36 Respondents/Defendants.



37 CASE NO. 34-2008-80000126-CU-WM-GDS  
38 **DECLARATION OF BERNICE TORREY**  
39 **Dept.: 19**  
40 **Action Filed: December 22, 2008**  
41 **Trial Date: None Set**



1 I, BERNICE TORREY, declare:

2 1. I am employed with the State of California, Department of Personnel  
3 Administration (DPA), Personnel Service Branch (PSB) as a Personnel Program Analyst. I have  
4 held this position since September, 2006.

5 2. This declaration is being filed concurrently with the Respondent's Opposition to  
6 Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief. I am familiar  
7 with the facts stated in this declaration, and if called as a witness, I could, and would, testify  
8 competently to these facts.

9 3. As a Personnel Program Analyst, I consult with statewide personnel offices on  
10 employee salary and leave administration, including pay history, alternate range criteria, and pay  
11 differentials. I am responsible for researching, analyzing, calculating, and developing the General  
12 Salary Programs, including publication of the State of California Civil Service Pay Scales. I am  
13 responsible for resolving complex salary problems within the statewide personnel transactions  
14 areas. I assist in planning, developing, and implementing statewide leave programs and provide  
15 interpretation of DPA's personnel rules and regulations, including salary rules and regulations.  
16 As part of my duties I interpret various provisions of the Fair Labor Standards Act (FLSA) as  
17 they apply to issues affecting state employees.

18 4. No state employee will be paid less than \$6.55 per hour (i.e., the federal minimum  
19 wage under the FLSA) for the duration of the furloughs.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct.

22 Executed on this 16<sup>th</sup> day of January, 2009, at Sacramento, California.

23   
24 BERNICE TORREY

1 DAVID W. TYRA, State Bar No. 116218  
2 KRISTIANNE T. SEARGEANT, State Bar No. 245489  
3 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD  
4 A Law Corporation  
5 400 Capitol Mall, 27th Floor  
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10  
11 K. WILLIAM CURTIS  
12 Chief Counsel, State Bar No. 095753  
13 WARREN C. STRACENER  
14 Deputy Chief Counsel, State Bar No. 127921  
15 LINDA A. MAYHEW  
16 Assistant Chief Counsel, State Bar No. 155049  
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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

PROFESSIONAL ENGINEERS IN  
CALIFORNIA GOVERNMENT;  
CALIFORNIA ASSOCIATION OF  
PROFESSIONAL SCIENTISTS,  
  
Petitioners/Plaintiffs,  
  
v.  
  
ARNOLD SCHWARZENEGGER, Governor;  
STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
STATE CONTROLLER JOHN CHIANG; and  
DOES 1 through 20, inclusive,  
  
Respondents/Defendants.

CASE NO. 34-2008-80000126-CU-WM-GDS  
Assigned For All Purposes To The Honorable  
Patrick Marlette

**PROOF OF SERVICE**

Date January 29, 2009  
Time: 9:00 a.m.  
Dept.: 19  
  
Action Filed: December 22, 2008  
  
Trial Date: None Set

AND RELATED CASES

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ATTORNEYS  
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SACRAMENTO

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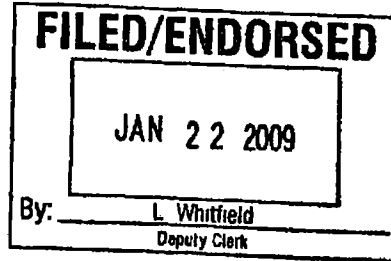
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8  
9  
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **IN AND FOR THE COUNTY OF SACRAMENTO**

12 *34-2009-80000135*

13 PROFESSIONAL ENGINEERS IN  
CALIFORNIA GOVERNMENT;  
14 CALIFORNIA ASSOCIATION OF  
PROFESSIONAL SCIENTISTS,

CASE Nos. 34-2008-80000126; 34-2009-  
80000134; and 34-2009-80000135

15 Petitioners/Plaintiffs,

16 v.

**SEIU LOCAL 1000's REPLY IN  
SUPPORT OF VERIFIED PETITION  
FOR WRIT OF MANDATE AND  
COMPLAINT FOR INJUNCTIVE  
AND DECLARATORY RELIEF**

17 ARNOLD SCHWARZENEGGER, Governor,  
18 STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
19 STATE CONTROLLER JOHN CHIANG;  
and DOES 1 through 20, inclusive,

20 Respondents/Defendants.

21 Date: January 29, 2009  
Time: 9:00 a.m.  
22 Dept: 19  
23 Judge: Hon. Patrick Marlette

24 CALIFORNIA ATTORNEYS,  
ADMINISTRATIVE LAW JUDGES AND  
25 HEARING OFFICERS IN STATE  
EMPLOYMENT,

26 Petitioners/Plaintiffs,

27 v.

28 ARNOLD SCHWARZENEGGER as,  
Governor of the State of California; DAVID  
GILB as Director of the Department of  
Personnel Administration; JOHN CHIANG,

LOCAL 1000's REPLY IN SUPPORT OF WRIT

SEIU JA 000316

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1 Controller of the State of California;  
2 and DOES 1 through 10,  
3 Defendants/Respondents.

4 SERVICE EMPLOYEES INTERNATIONAL  
5 UNION, LOCAL 1000,  
6 Petitioners/Plaintiffs,

7 v.

8 ARNOLD SCHWARZENEGGER, as  
9 Governor, State of California;  
10 DEPARTMENT OF PERSONNEL  
11 ADMINISTRATION; JOHN CHIANG, as  
12 State Controller, and DOES 1 THROUGH 20,  
13 INCLUSIVE,  
14 Respondents/Defendants.

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## I. INTRODUCTION

Petitioner SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1000 ("Local 1000") hereby files its Reply in support of the petition and in response to the Opposition filed by Respondents GOVERNOR ARNOLD SCHWARZENEGGER ("Governor") and DAVID GILB, Director of the Department of Personnel Administration ("DPA")(collectively "Respondents").

In their Opposition papers, Respondents continue to erroneously assert that section 3516.5 of the Dills Act grants the Governor authority to issue an Executive Order. To the contrary, section 3516.5 does not make the Executive Order legal. Rather, section 3516.5 only allows the Governor to delay the obligation to meet and confer with employee organizations. The Dills Act, therefore, does not bestow any executive authority on the Governor to issue furloughs. In order for this Court to uphold the legality of the Executive Order, the Governor must draw his authority from an independent statutory or constitutional basis. Respondents have failed to cite to any independent authority which gives the Governor the power to issue the furlough Order.

This Court should pay particular attention to the fact that the Governor first attempted to get the furlough plan passed through legislation. Notably, the Governor also sent a letter to all state employees on November 6, 2008 acknowledging, "All the actions we're proposing must first be approved by the Legislature." (Exhibit A attached to Decl. of Toppin.) Clearly, the Governor recognized the need to get legislation passed in order to provide the adequate authority to implement any furloughs. When the Governor was unsuccessful in gaining Legislative authority, the Governor engaged in a power grab and issued the Executive Order.

The doctrine of separation of powers was put into place to prevent this very kind of power grab. The fact that the State may be in a "catastrophic and ever-worsening fiscal crisis" does not automatically grant the Governor legislative authority to create law and public policy. (Respondents' Opposition to Petition, p. 19, lines 18-19.) This Court has an obligation to prevent the unconstitutional exercise of power by the Governor, and should therefore grant the petition.

## II. ARGUMENT

To avoid repetitive arguments, Local 1000 incorporates and adopts those arguments in the reply papers filed by co-Petitioners CASE, CAPS, and PECG.

1 **A. THE GOVERNOR LACKS AUTHORITY TO ISSUE THE FURLOUGH ORDER**

2 1. **The Emergency Provision Of The Dills Act, Government Code Section 3516.5, Does**  
 3 **Not Authorize The Governor To Impose Furloughs**

4 a. ***Section 3516.5 Only Excuses The Governor's Duty to Meet and Confer With***  
 5 ***Employee Organizations But Does Not Provide Authority To Issue A***  
 6 ***Furlough Order.***

7 Respondents cite the Dills Act, Government Code section 3516.5, as the sole authority for  
 8 issuance of the furlough Order. The Dills Act lists with specificity its purpose. In sum, section 3512  
 9 states that the purpose of the Dills Act is to: (1) promote full communication between the state and  
 10 its employees by resolving disputes regarding wages, hours, and other terms and conditions of  
 11 employment, (2) promote employer-employee relations by providing a uniform basis for recognizing  
 12 the right of state employees to join employee organizations, and (3) allow state employees to select  
 13 one employee organization as their exclusive representative in an appropriate bargaining unit. A quick  
 14 reading of this purpose statement reveals that the Dills Act is designed, in large part, to protect the  
 15 rights of state employees in their employment relationship with the State of California. Nothing in  
 16 the Dills Act gives the Governor the authority to issue an Executive Order. Indeed, the Dills Act does  
 17 not speak at all of the power of the Governor to issue an Executive Order - not even in a general sense  
 18 in the purpose statement.

19 Respondents continue to incorrectly assert that section 3516.5 of the Dills Act grants the  
 20 Governor the authority to issue an Executive Order. This assertion is wrong as a matter of law.  
 21 Section 3516.5 reads as follows:

22 **"Notice to recognized organizations**

23 Except in cases of emergency as provided in this section, the employer  
 24 shall give reasonable written notice to each recognized employee  
 25 organization affected by any law, rule, resolution, or regulation  
 26 directly relating to matters within the scope of representation proposed  
 27 to be adopted by the employer, and shall give such recognized  
 28 employee organizations the opportunity to meet and confer with the  
 administrative officials or their designated representatives as may be  
 properly designated by law.

In cases of emergency when the employer determines that a law, rule,  
 resolution, or regulation must be adopted immediately without prior  
 notice or a meeting with the recognized employee organization, the  
 administrative officials or their designated representatives as may be  
 properly designated by law shall provide such notice and opportunity

1 to meet and confer in good faith at the earliest practical time following  
2 adoption of such law, rule, resolution, or regulation.”

3 As is evidenced by the title of the section, “Notice to recognized organizations,” this provision  
4 deals solely with the notice and “meet and confer” requirements owed to employee organizations. The  
5 second section only allows the Governor, in cases of emergency, to postpone the meet and confer until  
6 after the implementation of the “law, rule, resolution, or regulation.” (Gov. Code § 3516.5.) This is  
7 the portion of section 3516.5 that is relevant to this dispute. Without citing any case law, or other  
8 legal authority, Respondents baldly assert that this portion of section 3516.5 somehow bestows upon  
9 the Governor the power to issue an Executive Order. Yet, it is clear from a plain reading of the statute  
10 that section 3516.5 provides a very limited right to the Governor: the right to “meet and confer in good  
11 faith *at the earliest practical time* following adoption” of a law, rule, resolution, or regulation. (*Id.*)  
12 Section 3516.5 simply serves to delay the meet and confer process, and does not provide a separate  
13 statutory basis for the issuance of an executive order.

14 Applied to the current set of facts, section 3516.5 would allow the Governor in cases of  
15 emergency to implement a *legal* “law, rule, resolution, or regulation” first, and then meet and confer  
16 with Petitioner at the earliest practical time after implementation. However, section 3516.5 does not  
17 make the Executive Order legal. In order to uphold the legality of the Executive Order, the Governor  
18 must draw his authority from an independent statutory or constitutional basis. Notably, Respondents  
19 fail to cite to any independent authority which gives the Governor the power to issue the furlough  
20 Order.

21 Respondents’ reliance on *Sonoma County Organization v. County of Sonoma* (1991) 1  
22 Cal.App.4th 267 (“*Sonoma County*”) is misplaced. First, it should be noted that the *Sonoma County*  
23 case did not deal with the Dills Act, but, rather, the Meyer-Milias-Brown-Act. (*Id.*) Therefore, its  
24 holding is not controlling in the instant case.

25 Second, by their own admission, Respondents acknowledge that *Sonoma County* only held that  
26 the county’s obligation to meet and confer was excused by an emergency. (Respondents’ Opposition  
27 to Petition, p. 7, lines 3-5; *Sonoma County* at 274.) Petitioners are not arguing in the instant petition  
28 that the Governor failed to meet and confer with the recognized employee organizations. Petitioners

1 are also not arguing in the instant petition that the Governor has illegally declared an emergency.<sup>1</sup>  
2 Neither of these arguments are relevant to the issue which must be decided by this Court: does the  
3 Governor have statutory or constitutional authority to issue an Executive Order which furloughs  
4 represented state employees. The *Sonoma County* case did not deal with this issue because the parties  
5 in that case did not contest the power of the board to issue the ordinance. Rather, the issue in *Sonoma*  
6 *County* was only whether or not the county properly declared an emergency which excused their duty  
7 to meet and confer with the employee organization. In contrast, the instant petition challenges the  
8 fundamental legality of the Executive Order. Unlike in *Sonoma County*, the Governor's Executive  
9 Order was not legally enacted. Accordingly, *Sonoma County* is not relevant to the present dispute.

10 **b. *The Governor's Furlough Order Is Not A "Rule" Pursuant To Government***  
11 ***Code Section 3516.5***

12 Respondents unconvincingly argue that the Executive Order constitutes a rule pursuant to  
13 Government Code section 3516.5. (Respondents' Opposition to Petition, p. 10, lines 21-23.) To  
14 support this assertion, Respondents cite to the definition of "rule" in Black's Law Dictionary as  
15 follows: "an established and authoritative standard or principle; a general norm mandating or guiding  
16 conduct or action in a given type of situation." (Black's Law Dict. (8<sup>th</sup> ed. 2004) p. 1357, col.1.)  
17 However, Black's Law Dictionary has also defined "rule" as: "A principle or regulation *set up by*  
18 *authority, prescribing or directing action or forbearance; as, the rules of a legislative body...*" (Black's  
19 Law Dict. (6<sup>th</sup> ed. 1990) p. 1331, col. 1.) Thus, even the definition of the term "rule" insists upon  
20 some authority from which the rule is derived, such as with legislative action. Notably absent in the  
21 present case is any authority for the Governor's Executive Order, whether the Order is defined as a  
22 rule or not.

23 Respondents fail to respond to Petitioner's argument that even assuming the Executive Order  
24 qualifies as a "law, rule, resolution, or regulation," section 3516. 5 is inapplicable where the proposed  
25 "law, rule, resolution, or regulation" is enacted without the requisite legal authority. Respondents do  
26

---

27 <sup>1</sup>Although this argument is not raised in this petition due to its irrelevancy, Petitioners do not  
28 concede that the furlough Order is a cost-saving measure for the State, or that state employee furloughs are  
the best method of dealing with the budget crisis.

1 not dispute that the State would not be able to rely on the exemption under section 3516.5, and avoid  
 2 its meet and confer obligations, if the "rule" was enacted, for example, in violation of the  
 3 Administrative Procedures Act ("APA"). Thus, before section 3516.5 is even applicable to a meet and  
 4 confer situation, the proposed change in law, whether a statutory or regulation change, must be valid.  
 5 Because the Governor has no authority to furlough state employees or reduce their legislatively set  
 6 salaries, the Order at issue is unlawful regardless of the exemption provided in the Dills Act.

7 *c. Whether The Governor Exercised Any "Emergency Powers" In A*  
 8 *"Reasonable And Appropriate" Fashion Is Not Relevant*

9 Respondents devote an entire section of their Opposition brief to the contention that the  
 10 Governor has not utilized the "emergency powers" granted to him by the Dills Act in an arbitrary or  
 11 capricious way. (Respondents' Opposition to Petition, pp. 11-12.) This contention is misplaced  
 12 because it assumes the Dills Act confers emergency powers on the Governor. As previously argued,  
 13 the Dills Act only delays the Governor's duty to meet and confer with employee organizations over  
 14 a legally promulgated law, rule, resolution, or regulation. Because the furlough Order was not  
 15 lawfully promulgated, this Court does not need to determine whether the Governor reasonably  
 16 executed any emergency powers.

17 **2. The Governor's Issuance Of The Furlough Order Implicates Government Code**  
 18 **Section 19826**

19 *a. Courts Routinely Find Furloughs and Pay-Lag Schemes Synonymous With*  
 20 *Salary Reductions*

21 Respondents make the erroneous argument that the Governor's furlough Order is not a salary  
 22 reduction. (Respondents' Opposition to Petition, p. 12, lines 25-26.) First, the Governor made clear  
 23 that the furlough Order is nothing more than a mechanism to reduce the pre-established salaries of  
 24 state employees. To be specific, the Governor sent a letter to all state employees and admitted that  
 25 his goal in implementing the one-day furlough was to impose a five (5) percent pay cut:

26 "Furloughs: All state employees will be furloughed one day each  
 27 month for the next year and half, a total of 19 days. This will result in  
 28 a pay cut of about 5 percent. The pay cut will not affect retirement and  
 other benefits for which you are eligible."

///



1 (De La Torre Decl. Exh. A, previously filed with SEIU's MPAs in Support of Petition)(emphasis  
2 added.) Based on this admission, it is disingenuous for Respondents to now argue the furloughs do  
3 not alter the pre-established "salary ranges" of state employees.

4 Moreover, Government Code section 19826 states that the Governor "shall not establish,  
5 adjust, or recommend" a salary range for state employees. Section 19826 uses the term "adjust" which  
6 demonstrates that the Legislature intended a broad prohibition on the Governor's ability to tamper  
7 with pre-established salaries. It is nonsensical to argue that a 17-month, 2-day per month furlough  
8 does not adjust the pre-established salary range. This is especially true given that the Governor  
9 admitted the purpose of the furloughs was to impose a "pay cut."

10 Respondents fail to cite to a single case to support their argument. On the other hand, there  
11 are numerous cases that regard furloughs and delayed compensation plans to be equivalent to a  
12 reduction in the employees' salary. As one example, in *University of Hawaii Professional Assembly*  
13 *v. Cayetano* ("*Cayetano*") (9<sup>th</sup> Cir. 1999) 183 F.3d 1096, the court determined whether the Hawaiian  
14 Governor's "pay lag" plan constituted an impairment of their collective bargaining agreement in  
15 violation of Article 1, section 10, of the United States Constitution, (the Contract Clause). (*Id.* at  
16 1100-01.) A pay-lag is a scheme where the public employer delays all or part of an employee's  
17 compensation to a date after the regularly scheduled pay day. In *Cayetano*, the court found the  
18 Governor's "pay lag" scheme created a substantial hardship on public employees because it created  
19 a substantial impairment on their salaries. In doing so, the court relied on a line of cases from other  
20 jurisdictions where those courts agreed that a unilateral reduction in contractually established salary,  
21 whether through a furlough or delayed compensation mechanism, constituted a substantial impairment  
22 of their rights for Contract Clause purposes.

23 A case that is particularly on point is *Massachusetts Community College v. Commonwealth*  
24 (*"Massachusetts"*) (1995) 420 Mass. 126. There, the Massachusetts Governor sought to impose a  
25 mandatory four-month furlough for certain state employees in an effort to resolve a fiscal crisis. (*Id.*  
26 at 127.) Several unions challenged the furlough as an impairment of their collective bargaining  
27 agreement because it reduced the salaries established in those collective bargaining agreements. (*Id.*  
28 at 131.) In reaching its conclusion that the furlough plan violated the Contract Clause, the court had

1 to first conclude that a furlough was tantamount to a reduction in the contractually established salaries.  
2 In this regard, the court noted: "The mandatory furlough program substantially impaired the  
3 Commonwealth's obligation to pay compensation to the various affected employees covered by the  
4 collective bargaining agreement." In finding the furlough constituted an unacceptable salary  
5 reduction, the court cited to *Baltimore Teachers Union v. Mayor of Baltimore* (4<sup>th</sup> Cir. 1993) 6 F.3d  
6 1021. In that case, the court found a .95% salary reduction not insubstantial. The Court wrote, "We  
7 would be reluctant to hold that any decrease in an annual salary beyond one that could fairly be termed  
8 *de minimis* could be considered insubstantial." (*Massachusetts*. at 132, fn. 8.)

9 Finally, in *Opinion of the Justices (Furlough)* (1992) 135 N.H. 625, the New Hampshire  
10 Supreme Court found a furlough program to constitute a substantial impairment of a union contract,  
11 in violation of the Contract Clause, because it reduced the future salaries established by the parties'  
12 agreement. (*Id.* at 631.) In *Ass'n of Surrogates v. State of N.Y.* (2<sup>nd</sup> Cir. 1991) 940 F.2d 766, the court  
13 struck down a lag payroll law because it reduced pre-established salaries:

14 "The affected employees have surely relied on full paychecks to pay for such  
15 essentials as food and housing. Many have undoubtedly committed  
16 themselves to personal long-term obligations such as mortgages, credit cards,  
17 car payments, and the like-obligations which might go unpaid in the months  
18 that te [law] has its immediate impact."

19 (*Id.* at 772.) Thus, the Court acknowledged that a furlough order has a drastic effect on employees  
20 due to the reduction of their salaries.

21 The weight of the case law supports Petitioner's contention that the furlough Order is a  
22 reduction in represented state employees' salaries. The Governor has already admitted that the  
23 furloughs equate to a pay cut. Because the Governor may not alter represented state employees'  
24 salaries pursuant to Government Code section 19826, the furlough Order is unlawful.

25 **b. Section 19826 Is Not "Suppressed" By Operation Of The Dills Act Due To**  
26 **The Existence Of Current MOUs Between The Parties**

27 Respondents argue that Government Code section 19826 is "suppressed" by the existence of  
28 a current MOU between Local 1000 and the State of California. (Respondents' Opposition to Petition,  
p. 14, lines 9-10.) Respondents misstate the application of Section 19826 to the Local 1000 MOU.  
Specifically, Article 5.6 of the Local 1000 MOU states, in relevant part:

1           “The following enumerated Government Code sections and all  
2 existing rules, regulations, standards, practices, and policies  
3 which implement the enumerated Government Code sections *are*  
4 *hereby incorporated into this Contract.* However, if any  
5 provision of this Contract *alters or is in conflict with* any of the  
6 Government Code sections enumerated below, the Contract shall  
7 be controlling and supercede said Government Code sections or  
8 parts thereof and any rule, regulation, standard, practice, or policy  
9 implementing such provisions.”

6 (Exhibit B attached to Respondents’ Request for Judicial Notice In Support of Demurrer.)

7           The Local 1000 MOU supercedes section 19826 only where the MOU and section 19826  
8 conflict. Accordingly, to prove that the Local 1000 MOU supercedes section 19826, Respondents  
9 must first show that a conflict exists between section 19826 and the MOU. Respondents do not even  
10 argue a conflict exists let alone provide any evidence to support the existence of such a conflict. As  
11 such, Respondents’ argument on this point must fail.

12           3.     *The Furlough Order Violates Government Code Section 19851 Because The*  
13                   *Parties’ MOU Is Not In Conflict With That Section*

14           Government Code section 19851 also prohibits the Governor from imposing furloughs on  
15 represented state employees. Government Code section 19851 is not superceded by the parties’ MOU  
16 for the same reasons argued in the previous section. Government Code section 19851 is listed as one  
17 of the sections which is incorporated into the parties’ MOU. The contract language makes clear that  
18 the contract “shall be controlling and supercede” section 19851 only if the contract alters or conflicts  
19 with the statute. (Article 5.6, Exhibit B attached to Respondents’ Request for Judicial Notice In  
20 Support of Demurrer.) Respondents have failed to prove how the parties’ MOU “alters or is in  
21 conflict with” Government Code section 19851. Respondents do not cite to a single provision of  
22 Local 1000’s MOU that conflicts with section 19851. Unless and until Respondents prove that a  
23 conflict exists, section 19851 remains applicable. Moreover, nothing in the Local 1000 MOU bestows  
24 the Governor with the authority to issue an executive order, or furlough Local 1000 members.

25           4.     *Only The Legislature, Not The Governor, Has The Authority To Promulgate Laws*  
26                   *Such As The Furlough Order*

27           Respondents argue that because the California Constitution grants the Governor “supreme  
28 executive power” the furlough Order is appropriate. (Respondents’ Opposition to Petition, p. 18, lines

1 9-16.) This assertion is a gross misstatement of the Governor's constitutional authority. Respondents  
2 gloss over the concrete limitations placed on the Governor's executive authority expressly written in  
3 the Constitution. Article V, section 1, of the Constitution limits the Governor's "supreme executive  
4 power" by requiring that he ensure "the law is faithfully executed." The Governor is therefore bound  
5 by a constitutional obligation to make sure the Government Code, including sections 19826, 19851,  
6 and 19852, is not violated.

7 Although this same constitutional provision allows the Governor to issue directives to  
8 subordinate executive officers, including the DPA, any such directives may only be issued to enforce  
9 pre-existing laws. The Legislature, not the Governor, is tasked with creating laws and public policy -  
10 the Governor merely carries them out and ensures their enforcement. (*California Radioactive*  
11 *Materials Management Forum v. Department of Health Services* (1993) 15 Cal.App.4th 841,  
12 rehearing denied, review denied.) Accordingly, the Governor may not make an end run around the  
13 Legislative process by issuing an Executive Order which was not enacted to enforce a preexisting law.  
14 Respondents have yet to explain to this Court exactly which law the Governor is seeking to enforce  
15 by issuing his furlough Order.

16 Perhaps most telling is the fact that the Governor first attempted to get the Legislature to enact  
17 his furlough plan. The Governor sought legislation during the Fourth Extraordinary Session, as well  
18 as a subsequent Special Session, which would have required the furlough of state employees and  
19 enacted a state employee salary reduction. (Decl. of Toppin, ¶ 7 attached to PECG's MPAs in Support  
20 of Petition.) The Legislature did not ultimately pass legislation furloughing state employees, reducing  
21 their salaries, or reducing their work hours. (*Id.*) Notably, the Governor also sent a letter to all state  
22 employees on November 6, 2008 acknowledging, "All the actions we're proposing must first be  
23 approved by the Legislature." (Exhibit A attached to Decl. Of Toppin.) Clearly, the Governor  
24 recognized the need to get legislation passed in order to provide the authority to implement any  
25 furloughs.

26 When the Governor was unsuccessful in gaining Legislative authority, the Governor engaged  
27 in a power grab and issued the Executive Order. The doctrine of separation of powers was put into  
28 place to prevent this very kind of power grab. The fact that the State may be in a "catastrophic and

1 ever-worsening fiscal crisis” does not grant the Governor legislative authority to create law and public  
2 policy. (Respondents’ Opposition to Petition, p. 19, lines 18-19.) This Court has an obligation to  
3 prevent the unconstitutional exercise of power by the Governor, and should therefore grant the  
4 petition.

5 **B. THIS COURT, NOT PERB, HAS JURISDICTION TO ISSUE THE REQUESTED**  
6 **RELIEF**

7 **1. Petitioner’s MOU, Although Currently In Effect, Does Not Supersede Government**  
8 **Code Section 19826 Or Any Other Statute Relied Upon In The Petition**

9 Petitioner does not dispute that the provisions of the parties’ MOU are currently in effect due  
10 to Government Code section 3517.8(a) which requires the parties to continue to give effect to the  
11 provisions of an expired agreement. However, as previously argued, the parties’ MOU does not  
12 supersede Government Code sections 19826 or 19851. Respondents have failed to prove how the  
13 parties’ MOU conflicts with either of these Government Code sections. In the absence of a clear  
14 conflict, Respondents’ supersession argument fails because it puts the cart before the horse.

15 **2. PERB Does Not Have Exclusive, Initial Jurisdiction Over This Matter**

16 Respondents’ entire argument that PERB has exclusive, initial jurisdiction rests upon their  
17 assertion of supersession. Because supersession is inapplicable to the current petition, this argument  
18 must also fail.

19 Moreover, Petitioners have not alleged any of the state employer violations listed in the Dills  
20 Act. In order for this Court to determine if PERB has jurisdiction, the initial question should be  
21 whether the party seeking relief is alleging conduct which constitutes an unfair practice or violation  
22 of the Dills Act. (*California Teachers Assn. v. Livingston Union School Dist. (“Livingston”)*(1990)  
23 219 Cal.App.3d 1503, 1511.) Petitioner’s writ does not allege that the Governor failed to meet and  
24 confer with Local 1000, or that the Governor bargained in bad faith with Local 1000. Rather, the  
25 petition is premised on a separate and distinct statutory right contained in Government Code section  
26 19826(b) over which PERB does not have jurisdiction.

27 The case law is clear that PERB has no authority to remedy conduct not expressly or impliedly  
28 proscribed by its governing statutes. (*Livingston* at 1525.) Government Code section 19826(b) is not

1 a part of the Dills Act, or any other of PERB's governing statutes. Therefore, this Court, not PERB  
2 has jurisdiction over this dispute.

3 Respondents attempt to couch the Executive Order as an emergency declaration under section  
4 3516.5 of the Dills Act. (Respondents' Opposition to Petition, p. 23, lines 16-17.) Respondents'  
5 attempt to characterize this as a Dills Act violation is merely an attempt to circumvent the jurisdiction  
6 of this Court. Respondents fail to recognize that jurisdiction in PERB cannot be created merely  
7 because a party contends that the Dills Act may be implicated in the resolution of a claim. (*Livingston*  
8 at 1519.)

9 Moreover, the fact that Local 1000 filed an unfair practice charge on an unrelated issue is not  
10 determinative in this case. The unfair practice charge alleges that the State of California has been  
11 engaging in bad faith, or "surface" bargaining through a series of acts dating back to August 2008.  
12 The furlough Order is just one example cited among many in the unfair practice charge of the ongoing  
13 conduct that shows the DPA and the Governor have not been bargaining in good faith as required  
14 under the Dills Act. Local 1000's unfair practice charge rests on entirely different facts and legal  
15 theories than the instant petition which challenges the statutory and constitutional authority of the  
16 Executive Order. The fact that Local 1000 has associational standing, because individual members  
17 could pursue the instant petition on their own, is further evidence that this is not simply a labor dispute  
18 under the Dills Act. Petitioners also note that the mere fact that an unfair practice charge is filed does  
19 not confer jurisdiction on PERB. (*Public Employment Relations Bd. v. Modesto City Schools Dist.*  
20 (1982) 136 Cal.App.3d 881, 890 (fact that district filed "unfair practice claims did not confer  
21 jurisdiction upon PERB").)

22 This Court should reject Respondents' attempts to transform the Petitioner's claim into one  
23 that the State failed to meet and confer in good faith under the Dills Act. Because the conduct alleged  
24 in the instant petition alleges a violation of Government Code provisions outside of the Dills Act, this  
25 Court should reject Respondents argument that PERB has exclusive, initial jurisdiction.

26 **3. Petitioner Is Not Required To Exhaust Its Administrative Remedies**

27 Respondents' raise the same argument in their Opposition to the Petition that they raise in their  
28 demurrer: Petitioners have failed to exhaust their administrative remedies. Respondents' argument

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1 on this point, however, is inapplicable to the individual members impacted by the furlough Order on  
2 whose behalf Local 1000 seeks court intervention. Individual union members do not have the right  
3 to pursue unilateral change or bad faith bargaining charges at PERB.

4 The Dills Act provides that "once an employee organization is recognized as the exclusive  
5 representative of an appropriate unit, the recognized employee organization *is the only organization*  
6 *that may represent that unit* in employment relations with the state." (Gov. Code § 3515.5 (emphasis  
7 added).) PERB precedent has long held that individual union members do not have standing to allege  
8 unilateral change violations. (Oxnard School District (Gorcey/Tripp) (1988) PERB Decision 667.)  
9 An individual Local 1000 member therefore cannot file an unfair practice charge at PERB alleging  
10 that the Governor or the DPA violated the Dills Act by issuing a furlough Order which unilaterally  
11 reduces salaries or work hours. Such an action would be dismissed by PERB due to lack of standing.  
12 Indeed, PERB recently dismissed a case where an individual employee sought a PERB remedy for the  
13 unilateral reduction of his work hours. (Oakland Unified School District (2007) PERB Decision 2586-  
14 E.)

15 Moreover, the duty imposed on the Governor to meet and confer regarding terms and  
16 conditions of employment is specifically limited to the exclusive representative. Government Code  
17 section 3517 states: "The Governor, or his representative as may be properly designated by law, shall  
18 meet and confer in good faith regarding wages, hours, and other terms and conditions of employment  
19 *with representatives of recognized employee organizations...*" (Emphasis added.) PERB has held that  
20 individual employees lack standing to allege violations of sections which protect the collective  
21 bargaining rights of employee organizations. (State of California (Department of Corrections) (1993)  
22 PERB Decision No. 972-S.) An individual Local 1000 member therefore does not have standing to  
23 allege that the Governor or the DPA failed to meet and confer in good faith as this is a collective  
24 bargaining right owed exclusively to the certified bargaining representative.

25 Because individual employees do not have standing to pursue collective bargaining rights at  
26 PERB, they do not have the obligation to exhaust these administrative remedies. The exhaustion  
27 requirement only applies where there exists an adequate legal remedy. (Eight Unnamed Physicians  
28 v. Medical Executive Comm. of the Med. Staff of Washington Township Hosp. (2007) 150 Cal.App.4th

1 503, 510.) The exhaustion requirement does not apply if no administrative remedy is available or  
 2 exhaustion would be futile. (*Kaiser Foundation Hospitals v. Superior Court* (2005) 128 Cal.App.4th  
 3 85, 99-100; *Ogo Associates v. City of Torrance* (1971) 37 Cal.App.3d 830.) It is clear that the  
 4 exhaustion requirement does not apply to individual Local 1000 members since they do not have  
 5 standing to seek PERB remedies for the furlough Order. Because the writ is based on Local 1000's  
 6 associational standing, no exhaustion of PERB remedies is required.

7 **C. RESPONDENTS' FURLOUGH ORDER FAILS TO COMPLY WITH THE FLSA**

8 ***1. Although The FLSA Permits Budget-Related Furloughs of Exempt Employees of***  
 9 ***Public Agencies, Their Exempt Status Is Lost During That Furlough Week And***  
 10 ***Overtime Wages Must Be Timely Paid***

11 Respondents admit in their Opposition that although the FLSA allows budget-related furloughs  
 12 of exempt employees of public agencies, that their exempt status is lost during the workweek in which  
 13 the furlough occurs. (Opposition to Petition, p. 27, lines 20-23.) The FLSA therefore requires the  
 14 State to pay overtime compensation to all exempt employee who work beyond forty (40) hours in any  
 15 furlough workweek. (29 U.S.C. § 206a.) A significant number of Local 1000 members employed by  
 16 the State are exempt under the FLSA and therefore will be entitled to receive this overtime payment.

17 Based on Article 19.1 of the parties' MOU, FLSA-exempt Local 1000 members are  
 18 contractually obligated to work as many hours as necessary to complete their assignments. Despite  
 19 informing Local 1000 members that they will be furloughed two days a month, neither the Governor  
 20 nor the DPA have indicated that these employees' workloads will be proportionally reduced. FLSA-  
 21 exempt Local 1000 members therefore continue to be obligated to work as many hours as necessary  
 22 to accomplish their tasks, in even less time. These employees will be required to work well beyond  
 23 forty (40) hours in each workweek to make up for the lost work time due to the two day a month  
 24 furloughs.

25 Despite these facts, Respondents fail to provide any explanation for how they plan to ensure  
 26 that accurate and timely overtime payments are made to affected employees. To the contrary, the State  
 27 seems unwilling to commit to abiding by the FLSA. This is evidenced by the generic claim in  
 28 Respondents' Opposition that "it is DPA's *intent* to implement and manage the [furlough] plan  
 consonant with the provisions of the Fair Labor Standards Act." (Decl. of Chapman, ¶ 16; *see also*,



1 Respondents' Opposition to Petition, p. 28, lines 17-21.) The intent to comply with the law is  
2 insufficient and therefore Petitioner requests a declaratory order from this Court which requires  
3 Respondents to comply with the FLSA.

4 Lastly, Petitioner points out that Respondents failed to respond to Petitioner's claim that the  
5 State does not have the current mechanisms in place to track overtime hours of exempt employees  
6 during furlough weeks, which will alternate throughout the month, or be "self-directed" at some future  
7 date. The requirements of the Governor's furlough Order raise complex logistical problems for the  
8 recording, calculating and issuing overtime payments to formerly exempt employees.

9 Respondents secured the declaration of Bernice Torrey, who claims to be one of the people at  
10 the DPA responsible for resolving complex salary problems, and ensuring salary payments are made  
11 consistent with the FLSA. (Decl. of Torrey, ¶ 3.) Yet, even Torrey, who seems to be the person  
12 tasked with the job of fixing salary problems within the statewide personnel transactions areas, is  
13 unable to explain how the DPA is going to ensure that formerly FLSA-exempt Local 1000 members  
14 will be properly paid all overtime.

15 Accordingly, the furlough Order is illegal as it does not provide any requirement or mechanism  
16 to insure that Local 1000 members are paid overtime for the work that will undoubtedly be necessary  
17 to provide the public services for which they were hired.

## 18 2. *The "Self-Directed Furlough Plan" Clearly Violates The FLSA*


19 Respondents acknowledge that the FLSA requires that it pay its employees all wages owed,  
20 whether minimum or overtime wages, "when due," which normally means at the next regularly  
21 scheduled pay day. (Respondents' Opposition to Petition, p. 29, line 1-3; *see also*, 29 C.F.R. §  
22 778.106.) The "self-directed" furlough program requires certain employees to work an entire month  
23 without taking a furlough date, but still lose ten percent of their salary. Where the state depends on  
24 the salary basis test to treat the employee as exempt, the ten percent pay cut has the effect of  
25 destroying the exempt status of that employee for the entire pay period. As is argued above, despite  
26 the fact that Respondents' claim they will pay employees "consistent with federal and state laws," they  
27 have failed to put any mechanisms in place to ensure proper payments will be made. Accordingly, the  
28 self-directed furlough plan violates the FLSA.

1 **III. CONCLUSION**

2 Based on the foregoing, Petitioners respectfully requests the Court issue the writ as requested  
3 in the Petition.

4  
5 DATED: January 22, 2009

6 SERVICE EMPLOYEES INTERNATIONAL UNION  
7 LOCAL 1000

8 By   
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**DECLARATION OF SERVICE**

CASE NAME: *PROFESSIONAL ENGINEERS IN CALIFORNIA CALIFORNIA GOVERNMENT v. ARNOLD SCHWARZENEGGER, et al.; CALIFORNIA ATTORNEYS, ADMINISTRATIVE LAW JUDGES AND HEARING OFFICERS IN STATE EMPLOYMENT SEIU LOCAL 1000 v. ARNOLD SCHWARZENEGGER, et al. CALIFORNIA CORRECTIONAL PEACE OFFICERS' ASSOCIATION v. ARNOLD SCHWARZENEGGER, et al.*  
COURT NAME: Sacramento County Superior Court  
CASE NUMBER: 34-2008-80000126; 34-2009-80000134; 34-2009-80000135; 34-2009-80000137

I am a citizen of the United States and a resident of the County of Yolo. I am over the age of eighteen (18) years and not a party to the above-entitled action. My business address is 1808 14<sup>th</sup> Street, Sacramento, California 95811.

I am familiar with SEIU Local 1000's practice whereby the mail is sealed, given the appropriate postage and placed in a designated mail collection area. Each day's mail is collected and deposited in a United States mailbox after the close of each day's business.

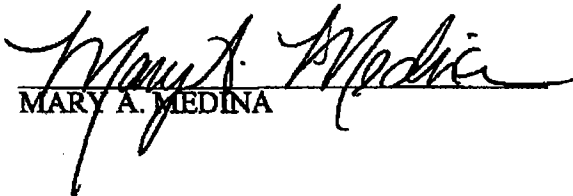
On January 22, 2009, I served the following:

**SEIU LOCAL 1000's REPLY IN SUPPORT OF VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF**

(BY ELECTRONIC SERVICE) Via TRO mandating electronic service. The document was served electronically and the transmission was reported as complete and without error.

**[SEE ATTACHED]**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on January 22, 2009, at Sacramento, California.

  
MARY A. MEDINA

**ATTACHMENT TO DECLARATION OF SERVICE**

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**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SACRAMENTO  
GORDON D SCHABER COURTHOUSE  
MINUTE ORDER**

Date: 01/23/2009

Time: 04:02:15 PM

Dept: 19

Judicial Officer Presiding: Judge Patrick Marlette  
Clerk: J. Zraggen

Officer/Court Attendant: None

Interpreter: None

Effective Date: 01/08/2009

Case No: 34-2009-80000135-CU-WM-GDS Case Title: Service Employees International Union Local 1000 vs. Arnold Schwarzenegger as Governor State Of

Case Category: Civil - Unlimited

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Original Document & Date Filed:

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Appearances:

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After reviewing the reply papers filed by the parties on January 22, 2009, the Court notes citations therein to specific provisions of the Memoranda of Understanding of the various petitioners in these actions. Respondent has made two separate requests for judicial notice of the Memoranda of Understanding; however, the request made with regard to the PEGC and CAPS MOUs attaches complete copies of the MOUs, while the request made with regard to the CASE and SEIU MOUs only attaches the cover pages and tables of contents of those MOUs. In the interest of having a complete record of the cited provisions of the MOUs, the Court directs respondent to file, no later than Monday, January 26, 2009, an amended request for judicial notice that attaches as exhibits, at a minimum, the complete text of all provisions of the CASE and SEIU MOUs that are cited in the briefs previously filed with the Court by any party.

Declaration of Mailing

I hereby certify that I am not a party to the within action and that I deposited a copy of this document in sealed envelopes with first class postage prepaid, addressed to each party or the attorney of record in U.S. Mail at 720 Ninth Street, Sacramento, California.

Served by FAX

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Date: 01/23/2009

MINUTE ORDER

Page: 1

Dept: 19

Calendar No.:

**SEIU JA 000340**

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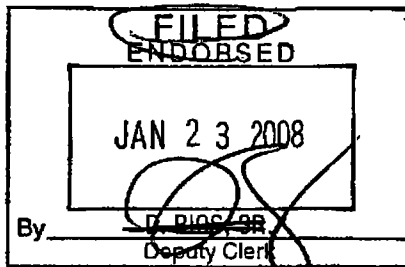
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Filed: January 26, 2009  
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14 ARNOLD SCHWARZENEGGER; STATE OF CALIFORNIA;  
DAVID GILB, and DEPT. OF PERSONNEL ADMINISTRATION

**Exempted from Fees  
(Gov. Code § 6103)**

15 SUPERIOR COURT OF CALIFORNIA  
16 COUNTY OF SACRAMENTO

17  
18 PROFESSIONAL ENGINEERS IN  
CALIFORNIA GOVERNMENT;  
19 CALIFORNIA ASSOCIATION OF  
PROFESSIONAL SCIENTISTS,

20 Petitioners/Plaintiffs,

21 v.

22 ARNOLD SCHWARZENEGGER, Governor;  
23 STATE OF CALIFORNIA; DEPARTMENT  
OF PERSONNEL ADMINISTRATION;  
24 STATE CONTROLLER JOHN CHIANG; and  
DOES 1 through 20, inclusive,

25 Respondents/Defendants.  
26

27 AND RELATED CASES  
28

CASE NO 34-2008-80000126-CU-WM-GDS

Assigned For All Purposes To The Honorable  
Patrick Marlette

**AMENDED REQUEST FOR JUDICIAL  
NOTICE**

**Date: January 29, 2009**

**Time: 9:00 a.m.**

**Dept.: 19**

**Action Filed: December 22, 2008**

**Trial Date: None Set**

908633 1

AMENDED REQUEST FOR JUDICIAL NOTICE

**SEIU JA 000342**

1 As per the Court's January 23, 2009 order, attached are true, correct and complete  
2 copies of the following:

3 **Exhibit A:** Agreement Between State of California and California Attorneys,  
4 Administrative Law Judges and Hearing Officers in State  
5 Employment ("CASE") covering Bargaining Unit 2, effective July  
6 1, 2005 through June 30, 2007.

7 **Exhibit B:** Agreement Between State of California and Service Employees  
8 International Union, Local 1000 ("SEIU") covering Bargaining  
9 Unit 1, effective July 1, 2005 through June 30, 2008.

10 **Exhibit C:** Agreement Between State of California and Service Employees  
11 International Union, Local 1000 ("SEIU") covering Bargaining  
12 Unit 3, effective July 1, 2005 through June 30, 2008.

13 **Exhibit D:** Agreement Between State of California and Service Employees  
14 International Union, Local 1000 ("SEIU") covering Bargaining  
15 Unit 4, effective July 1, 2005 through June 30, 2008.

16 **Exhibit E:** Agreement Between State of California and Service Employees  
17 International Union, Local 1000 ("SEIU") covering Bargaining  
18 Unit 11, effective July 1, 2005 through June 30, 2008.

19 **Exhibit F:** Agreement Between State of California and Service Employees  
20 International Union, Local 1000 ("SEIU") covering Bargaining  
21 Unit 14, effective July 1, 2005 through June 30, 2008.

22 **Exhibit G:** Agreement Between State of California and Service Employees  
23 International Union, Local 1000 ("SEIU") covering Bargaining  
24 Unit 15, effective July 1, 2005 through June 30, 2008.

25 **Exhibit H:** Agreement Between State of California and Service Employees  
26 International Union, Local 1000 ("SEIU") covering Bargaining  
27 Unit 17, effective July 1, 2005 through June 30, 2008.  
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**Exhibit I:** Agreement Between State of California and Service Employees International Union, Local 1000 ("SEIU") covering Bargaining Unit 20, effective July 1, 2005 through June 30, 2008.

**Exhibit J:** Agreement Between State of California and Service Employees International Union, Local 1000 ("SEIU") covering Bargaining Unit 21, effective July 1, 2005 through June 30, 2008.

Dated: January 23, 2009

KRONICK, MOSKOVITZ, TIEDEMANN &  
GIRARD  
A Law Corporation

By: Meredith Harker FOR  
David W. Tyra  
Attorneys for Defendants/Respondents  
ARNOLD SCHWARZENEGGER, Governor;  
STATE OF CALIFORNIA; DAVID GILB and  
DEPARTMENT OF PERSONNEL  
ADMINISTRATION

1 **PROOF OF SERVICE**

2 I, May Marlowe, declare:

3 I am a citizen of the United States and employed in Sacramento County, California. I am  
4 over the age of eighteen years and not a party to the within-entitled action. My business address  
5 is 400 Capitol Mall, 27th Floor, Sacramento, California 95814. On January 23, 2009, I served a  
6 copy of the following document(s):

6 **AMENDED REQUEST FOR JUDICIAL NOTICE**

- 7  by transmitting via facsimile the document(s) listed above to the fax number(s) set  
8 forth below on this date before 5:00 p.m.
- 9  by placing the document(s) listed above in a sealed Federal Express envelope and  
10 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal  
11 Express agent for delivery.
- 12  by transmitting via e-mail or electronic transmission the document(s) listed above  
13 to the person(s) at the e-mail address(es) set forth below.

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1 I am readily familiar with the firm's practice of collection and processing correspondence  
2 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same  
3 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on  
4 motion of the party served, service is presumed invalid if postal cancellation date or postage  
5 meter date is more than one day after date of deposit for mailing in affidavit.

6 I declare under penalty of perjury under the laws of the State of California that the above  
7 is true and correct.

8 Executed on January 23, 2009, at Sacramento, California.

9   
10 \_\_\_\_\_  
11 May Marlowe



**EXHIBIT B**





**Agreement**  
**between**  
**State Of California**  
**and**

**Service Employees International Union (SEIU) – Local 1000**  
**covering**

**BARGAINING UNIT 1**  
**PROFESSIONAL, ADMINISTRATIVE,**  
**FINANCIAL, AND STAFF SERVICES**

**Effective**  
**July 1, 2005 through June 30, 2008**

**BU 1**  
**Final 1/24/07**

**SEIU JA 000348**

**BARGAINING UNIT 1  
PROFESSIONAL, ADMINISTRATIVE, FINANCIAL, AND STAFF SERVICES**

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## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, 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 the 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**

### **1.1 Recognition**

- A. Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the SEIU Local 1000, (Union of California State Workers) as the exclusive representative for the Professional, Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in the Salary Schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.
- B. Pursuant to Government Code sections 19815.4 and 3517, the SEIU Local 1000, recognizes the Director of the Department of Personnel Administration (DPA) 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 this Contract.
- C. The SEIU Local 1000 agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

### **1.2 Designation of Confidential Positions Unit 1**

- A. "Confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].

- B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:
  - 1. Processing grievances.
  - 2. Processing Workers' Compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies; examination design and execution, training of employees; handling post and bid programs.
- C. The State may designate up to eight hundred (800) positions as confidential. All incumbents in confidential positions shall remain in those positions. The 800 number shall be reached through attrition. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.
- D. If the State proposes to designate positions as confidential, the State shall provide Notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classifications and position numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.
- G. Any grievance regarding this Contract section shall be filed by the Union at Step 3 (DPA).

## **ARTICLE 2 – UNION REPRESENTATION RIGHTS**

### **2.1 Union Representatives**

- A. 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 (PERB);
  - 4. Matters scheduled for hearing by the Victim Compensation and Government Claims Board (VCGCB);
  - 5. Matters pending before the State Personnel Board (SPB);
  - 6. AWOLs and appeals to set aside resignations;
  - 7. Discussions with management regarding denials of reasonable accommodation;
  - 8. The Department of Personnel Administration statutory appeal hearings.

- B. 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.
- C. Area of Representation – A Union steward's "area of primary 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, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA Step of the Grievance Procedure.

## **2.2 Access**

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1 A above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

## **2.3 Use of State Equipment**

- A. Union stewards shall be permitted reasonable use of State phones and telecommunication devices for the deaf (TDD) 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.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

## **2.4 Distribution of Union Information**

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be 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 and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

## **2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operational 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 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 these purposes 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 a Union representative on representational matters at the work site in accordance with section 2.2 above during work hours, subject to 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 Packets**

- A. 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 packet of Union information which has been supplied by the Union.
- B. The packet of information provided by SEIU Local 1000 shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.

## **2.10 Orientation**

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for fifteen (15) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for fifteen (15) minutes during normal working hours for orientation to the Contract and the Union.

## **2.11 Bargaining Unit Chair Time Off**

The appropriate bargaining unit chair or vice chair, not both, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

# **ARTICLE 3 – UNION 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 Contract 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 the Union, 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 any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. 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:

- A. 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.
- B. 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.

- C. The Union agrees to annually notify all State employees 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.
- D. No provisions of this section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.
- E. 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 Controller's Office within thirty (30) calendar days prior to the expiration of this Contract.

### **3.2 Release of Home Addresses: Non Law Enforcement Employees**

#### **A. Home Addresses - Generally**

- 1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
- 2. Notwithstanding any other provision of this Contract, 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**

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees 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 Employees**

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. 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 shall send the Union a list of all Bargaining Unit 1 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. Said list(s) will contain the employee's 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 bargaining unit 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 Bargaining Unit 1 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.

G. 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.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, 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 Contract.

I. Nature of Material

The Union agrees that any 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, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

## ARTICLE 4 – STATE'S RIGHTS

- A. Except for those rights which are abndged 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, layoff, assignment, scheduling and training; 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 Contract, neither the Union nor its agents nor any 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 Union concurrence.

## 5.4 Savings Clause

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction 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 the Union 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 supersede said Government Code sections or parts thereof any rule, regulation, standard, practice, or policy implementing such provisions.

### A. Government Code Sections

- 1 General
- 19824 Establishes monthly pay periods.

- 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.
  - 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 Merit Salary Adjustments (MSA).
2. Step Increases
- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
  - 19832 Establishes annual MSAs 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 MSAs 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)
  - 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.
3. Holidays
- 19853 Establishes holidays
  - 19854 Adds Personal Holiday
4. Vacations
- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
  - 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
  - 19858.1 Establishes vacation earning rate.
  - 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.
5. Sick Leave
- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.

- 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
  - 19862 Allows for accumulation of sick leave.
  - 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 DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
  - 19866 Allows rules to allow sick leave accumulations for non-civil service employees.
  - 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.
6. Uniforms, Work Clothes, and Safety Equipment
- 19850 Definitions
  - 19850.3 DPA to determine the need for Uniform Replacement
  - 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
  - 19850.5 Provides for initial issuance of required safety equipment at State expense.
7. Industrial Disability Leave (IDL)
- 19869 Defines who is covered.
  - 19870 Defines "IDL" and "full pay."
  - 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
  - 19871.1 Provides for continued benefits while on IDL.
  - 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
  - 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
  - 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
  - 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
  - 19876 Payments contingent on medical certification and vocational rehabilitation.
  - 19877 Authorizes DPA to adopt rules governing IDL.
  - 19877.1 Sets effective date.

8. State Disability Insurance (SDI)
  - 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 SDII.
  - 19881 Bans SDI coverage if employee is receiving unemployment compensation.
  - 19882 Bans SDI coverage if employee is receiving other case 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 SDI.
9. Life Insurance
  - 21600 Establishes group term life insurance benefits.
  - 21604 Provides for Death Benefit from PERS.
  - 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
10. Health Insurance
  - 22808 Provides for continuation of health plan coverage during leave of absence without pay.
  - 22870 Provides for employee and employer contribution.
  - 22871 Sets employer contribution.
11. Workweek
  - 19843 Establishes Work Week Groups.
  - 19851 Sets 40-hour workweek and eight-hour day.
12. Overtime
  - 19844 Directs DPA to establish rules regarding cash compensation 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.

- 13. **Deferred Compensation**
  - 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 14. **Relocation Expenses**
  - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 15. **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.
- 16. **Unpaid Leaves of Absence**
  - 19991 Allows release time for civil service examinations.
  - 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
  - 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 leave or less as required by a permanent female employee.
- 17. **Performance Reports**
  - 19992 Allows the establishment of performance standards.
  - 19992.1 Requires performance reports to be accurate.
  - 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
  - 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.
- 18. **Involuntary Transfers**
  - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
  - 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
  - 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

19. 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 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 State restriction on appointments.
20. Incompatible Activities
  - 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.
21. 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 the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

## 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, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal Law.

- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation pursuant to the Americans with Disabilities Act may be subject to the grievance procedure up to the third level, or 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. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

### **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, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or 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. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

### **5.9 Joint Labor Management Committee on Discrimination (JLMCD)**

- A. Upon the request of the State Personnel Board (SPB), the JLMCD will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB, relating to maintaining a discrimination-free State workplace.
- B. The committee will consist of five (5) Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.
- C. Following a meeting convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the twelve (12) months following ratification of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

## **5.10 Labor/Management Committees**

Upon mutual agreement of the department head or designee and the Union, a Labor/Management Committee may be established to address specific or ongoing issues.

Such committees may be established according to the following guidelines:

- A. The committees will consist of equal numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.
- 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.
- D. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the Committee.

## **5.11 Dignity Clause**

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

## **5.12 Upward Mobility Joint Labor/Management Committee**

- A. The State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.
- B. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.
- C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted State release time for all committee meetings.
- D. The committee will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal State sources for career training opportunities.
- E. Each department shall establish and maintain an Upward Mobility Program consistent with State Personnel Board regulations. At the request of the Union, the department shall meet to discuss their Upward Mobility Program. Recommendations for adding to or deleting from the Upward Mobility Program shall be considered by the department. Any change shall be consistent with the State Personnel Board regulations.



### **5.13 Correctional Case Records Analyst Workload Committee**

The State and the Union agree to convene a Joint Labor/Management Committee to review the Correctional Case Records Analyst workload data results from the 2001 survey and other relevant workload data, and discuss the proposed workload formula/standards. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and the Union shall each select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and employee subject matter experts shall serve without loss of compensation.

The Committee members will discuss and make recommendations on:

- A Development of workload formula/standards;
- B. Alternatives to mandatory overtime;

The Committee recommendation on the workload standards will be considered by management as a management tool for arriving at a suggested level and for helping in arranging and organizing work assignments.

## **ARTICLE 6 – GRIEVANCE, ARBITRATION AND AWOL PROCEDURES**

### **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 express 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 the individual identified by the department head.
- 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 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 first or second step.

### **6.6 Informal Discussion**

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

### **6.7 Formal Grievance – Step 1**

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.
- B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought.
- C. Within twenty-one (21) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.
- D. 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.

### **6.8 Formal Grievance – Step 2**

- 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 after receipt 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 in writing to the grievance. A copy of the written response shall be sent concurrently to the SEIU Local 1000, Headquarters.

### **6.9 Formal Grievance – Step 3**

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected Department(s).
- 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.

### **6.10 Response**

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

### **6.11 Formal Grievance – Step 4**

- 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. If the grievance is not submitted to Arbitration within 30 calendar days after receipt of the third level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator.

If the parties cannot mutually agree upon an arbitrator within thirty (30) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators.

Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only 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, unless the parties mutually agree to a different arrangement.
- D. An arbitrator may, upon 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 a copy be provided.
- 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 Grievance Review**

Upon request, the State shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

## **6.13 AWOL Hearing Back Pay**

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by Department of Personnel Administration, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter nor affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code section 19996.2.

## **6.14 Mini-Arbitration Procedure**

The parties agree to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall begin ninety (90) days of reaching a tentative agreement and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meet after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

- A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least four (4) times during the pilot period.
- B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.
- C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:
  1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
  2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
  3. Only the grievant, his/her Union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.

4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.
  5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
  6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
  7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.
  8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.
- D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

## **ARTICLE 7 - HOLIDAYS**

- A. Full-time and part-time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, 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. The holidays are observed on the actual day they occur with the following exceptions:
  1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
  2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
  3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-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.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, the employee shall receive eight hours of holiday credit and one and one-half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.
- J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of section 19.2, in addition to the premium rate described in paragraph G or J above.

L. Employees shall receive compensation for holidays in accordance with the following:

**CHART FOR COMPUTING VACATION, SICK LEAVE, ANNUAL LEAVE AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10.00	10.63	11.25	5.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.

- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.
- Q. The parties will jointly develop a holiday compensation training program for departments.

**ARTICLE 8 – LEAVES**

**8.1 Vacation/Annual 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 month as follows:
 

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month
- B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.
- C. 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
- D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.



- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth above under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- F. Part-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7 L of this Contract.
- G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, 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.
- H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.
- I. Workweek Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.
- K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave 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/Annual Leave 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 unit after the schedule has been established.
- M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued Vacation/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 Vacation/Annual 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/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.

- N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to their supervisor for approval a plan to use Vacation/Annual Leave 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/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.
- O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.
- P. 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 credit 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.

## 8.2 Sick Leave

- A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:
  - 1. Illness or injury, including illness or injury relating to pregnancy;
  - 2. Exposure to a contagious disease which is determined by a physician to require absence from work;
  - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
  - 4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
  - 1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Article 7.
  - 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 the amount earned for (8 hours per pay period) full-time employment credit.
- D. 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 good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.
- E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.
- F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- G. Sick leave may be accumulated without limit.
- H. Sick leave may be requested and taken in fifteen (15) minute increments.
- I. 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 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 six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
- J. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

### **8.3 Bereavement Leave**

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, brother, sister, stepchild, grandchild, grandparent, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base. (See schedule in Article 7.)

### **8.4 Parental Leave**

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than 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.

- B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental 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 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 leave, he/she shall be allowed to continue their 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.

### **8.5 Adoption Leave**

- A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.
- B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their 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.
- C. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

### **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 representative, steward, or chief job 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 during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:
  1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
  2. The Union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the Department of Personnel Administration.
  3. 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.

4. 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-five percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
5. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
6. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
7. Employees on a Union leave shall suffer no loss of compensation or benefits.
8. 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.
9. 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 year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  1. Union activity;
  2. For temporary incapacity due to illness or injury;
  3. To be loaned to another governmental agency for performance of a specific assignment;
  4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  5. Education;
  6. Research project;

- 7. Personal or family matters, or
  - 8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee:
- 1. At the expiration of the leave; or
  - 2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

### **8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.
- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
  - 1. Sick leave credits cannot be transferred;
  - 2. The receiving employee has exhausted all leave credits;
  - 3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave;
  - 4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
  - 5. Transfer of annual leave, personal leave, vacation, CTO, personal day, 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 normally 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 supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

8. This section is not subject to the Grievance and Arbitration Article of the Contract.

### **8.9 Catastrophic Leave - Natural Disaster**

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

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 23.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;
- E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the Grievance and Arbitration Article of this Contract.



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

- A. 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, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

### **8.11 Release Time for State Personnel Board Hearings**

- A. 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 before the State Personnel Board.
- B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

### **8.12 Leave Credits Upon Transfer in State Service**

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

### **8.13 Court Appearance and/or Subpoenas**

- A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.
- B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, PLP, annual leave, vacation or unpaid leave.
- C. Upon request, and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8am to 5pm may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

## 8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately provide a copy of the notice to his/her supervisor.
- B. If payment is made for such time off, the employee is required to remit to the State jury fees received. 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. For the purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.
- C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:
  - 1. The department already maintains an appropriate work shift that utilizes the employee's classification; and
  - 2. The operational needs of the department permit such reassignment.
- D. An employee shall be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs B and C apply.
- E. For the purpose of this section, an employee summoned to jury duty may be required to adjust the work shift to an eight (8) hour schedule.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

## 8.15 Personal Leave Program - Voluntary

The State shall continue a voluntary Personal Leave Program for bargaining unit employees. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph B shall be credited with eight (8) hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the Voluntary Personal Leave Program.
- B. Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to five percent (5%). In exchange, eight (8) hours of leave will be credited to the employee's Voluntary Personal Leave balance monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of Vacation/Annual Leave balances pursuant to Article 8 (Leaves).

- D. An employee may accumulate no more than two hundred forty (240) hours of Voluntary Personal Leave. When an employee reaches two hundred forty (240) hours of Personal Leave or would exceed two hundred forty (240) hours of Personal Leave with further accumulation, he/she shall be removed from the Voluntary Personal Leave Program.
- When an employee is removed from the Voluntary Personal Leave Program, he/she may not participate for a minimum of twelve (12) months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of one hundred twenty (120) hours.
- E. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by Federal and State law
- F. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.
- G. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave Program not occurred.
- H. The Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- I. The Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- J. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- K. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- L. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- M. Employees on SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

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

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. 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, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. 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 section 8.8 of this Contract.
    - a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with sections 8.8 and 8.2 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 8.8 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 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 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. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.
- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

### **8.17 Mentoring Leave**

- A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave". For example, if an employee requests two (2) hours of "mentoring leave", he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.

- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for "mentoring leave", an employee must:
  - 1. Have a permanent appointment;
  - 2. Have successfully completed their initial probationary period; and
  - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the California Mentor Program Directory, under the guidance of the Governor's Office, for a minimum of one school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive "mentoring leave" if:
  - 1. He or she is assigned to a "post" position in the Department of Corrections and Rehabilitation; or
  - 2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education or Veterans' Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to 160 hours) to earn 3.3 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

## **8.18 Work and Family Participation**

### **A. Family Activity**

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

#### **B. Family Crisis**

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

#### **8.19 Paid Time Off – Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA Rule 599.930, an employee in Bargaining Unit 1 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

#### **8.20 Blood Donation Programs (Unit 1)**

Unit 1 employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the work site. Donation verification shall be provided upon request.

#### **8.21 and 8.22 Intentionally Excluded**

#### **8.23 EDD Vacation Leave Policy**

Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Vacations can only be canceled when unanticipated operational needs require it.

An employee shall be granted annual vacation leave request(s) up to their annual accrual rate. All vacation leave taken during the calendar year shall be counted towards the amount of leave described in the previous sentence. Employees must have sufficient leave earned and available to cover the time requested, prior to beginning their vacation.

**A. Vacation Policy**

1. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by EDD) request the same vacation time during a bidding round 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. After review of State service and departmental seniority a tie will be broken by lot. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.
2. Employees shall be allowed to bid on vacation leave periods up to their annual accrual rate. Any requests to use additional leave balances would be pursuant to the Vacation Bidding Procedure in paragraph B below and the Vacation Bidding Rounds in paragraph C below.
3. Employees shall use statewide uniform vacation bid form which has been mutually agreed to by the Union and EDD management.

**B. Vacation Bidding Procedure**

1. Beginning on September 1, and ending no later than November 30, of each year, or the first workday(s) thereafter, each office manager or his or her designee shall conduct four (4) rounds of vacation bidding if necessary at their worksite
2. At least two weeks prior to September 1, each office manager or his or her designee shall make available to all employees a current worksite seniority list, a one year electronic calendar starting February 1 and ending on January 31 of the following year, indicating the number of employees that may be on vacation on each day, and copies of the mutually agreed to standard EDD vacation bid form.
3. For each of the four (4) rounds of vacation bidding, employees shall have ten (10) work days to turn in their completed bid form to the office manager or his or her designee.
4. For rounds 1 and 2 of bidding, the office manager or his or her designee shall approve vacation periods in the following manner. Each employee shall be granted their #1 priority choice unless it is taken by an employee(s) with more seniority as defined in paragraph A, section 1 above. The office manager or his/her designee shall then approve the employee(s) #2 choice unless it is taken by an employee(s) with more seniority. If necessary, the office manager or his/her designee shall go through all of an employee's subsequent bid choices in the same manner.



5. For any round of bidding, if an employee's bid list is exhausted, or if any part of an employee's consecutive day bid request cannot be granted, the office manager or his/her designee shall briefly confer with the employee, if the employee is available, for the purpose of obtaining another vacation bid before moving on to the next senior person in the office. If the employee is not available and has not left contact information with his/her manager, then the manager shall move on to the next employee.
6. For round three, the office manager or his/her designee shall approve up to the employee's accrual rate before moving to the next senior employee's bid form.
7. For round four, the office manager or his/her designee shall approve up to the employee's balances before moving to the next senior employee's bid form.
8. As each employees' vacation is approved in each of the four vacation bidding rounds listed below, the office manager or his or her designee shall on a daily basis update the calendar described in B (2).
9. On November 30, or the first work day thereafter, the office manager or his/her designee shall provide each employee at the worksite with their approved vacation choices.
10. On November 30, or the first workday thereafter, each office manager or his/her designee shall post all approved vacation choices. This electronic calendar shall be immediately updated if:
  - a. An employee cancels a vacation period.
  - b. Someone from the waiting list is approved.
  - c. A vacation period is approved during the open bidding period.
  - d. More vacation slots become available.
11. When an employee who was granted vacation leave cancels that leave, or will not have sufficient leave credits to cover the leave, the first person on the waiting list, if any, shall be awarded that vacation time.

**C. Vacation Bidding Rounds**

1. Starting on September 1, or the first work day thereafter, each office manager or his/her designee shall conduct a first round of vacation bidding in the following manner. Using the standard bid form, each employee shall submit a minimum of five (5) vacation choices in priority order to the officer manager or his or her designee. Each bid choice shall consist of one (1) through twenty-two (22) consecutive work days. Each bid choice shall be no more than the employee's annual accrual rate. The office manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.
2. Immediately after completing the first round of vacation bidding, the office manager or his/her designee shall conduct a second round. Using the standard bid form, each employee may submit vacation choices in priority order and shall consist of one (1) through twenty-two (22) consecutive workdays and each bid choice shall be no greater than the employee's remaining annual accrual rate. The office manager or his/her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

3. The combined total rounds 1 and 2 cannot exceed the annual accrual rate of the employee.
4. Immediately after completing the second round of vacation bidding, the office manager or his/her designee shall conduct a third round of bidding. Using the standard bid form, each employee may submit vacation choices in priority order that consist of their remaining accrued vacation rate. The office manager or his/her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6 and 7 above.
5. Immediately after completing the third round of vacation bidding, the office manager or his/her designee shall conduct a fourth round of bidding. Using the standard bid form, each employee may submit choices in priority order using their carryover vacation, annual leave, CTO or personal leave program balances. The office manager or his/her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6 and 7 above.

D. Open Vacation Bidding Period

Immediately after the Vacation Bidding Rounds in section C above, employees shall be allowed to bid on any open time on a first come, first served basis throughout the year (February 1 through January 31). If two or more employees ask for the same vacation day(s) at the same time, request shall be granted on the basis of seniority as described in paragraph A above.

E. Expedited Grievance Procedure

EDD agrees to the following expedited grievance procedure for alleged violations of Article 8, Leaves, section 8.1 K Vacation Leave/Annual Leave.

For the purpose of grievances filed pursuant to section 8.1 K, Step 1 will be defined as the Director or designee. If the decision received is not satisfactory, the grievance may be appealed to Step 3 (DPA) and will not be subject to the arbitration procedure.

F. Vacation Information

At the request of the Union, EDD agrees to provide on a quarterly basis, the number of vacation requests per office that have been denied during the Open Vacation Bidding Period.

G. Re-Opener

One year after implementation of the vacation language, and with mutual agreement of both parties, the parties shall meet and confer for the purpose of evaluating and if necessary modifying the vacation language.

## ARTICLE 9 – HEALTH AND WELFARE

### 9.1 Health Benefit Plans

- A. The employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
- B. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a vesting schedule for the employer health contribution for dependents as follows:
  - 1. 50% of the normal employer dependent portion of the contribution upon initial enrollment;
  - 2. 75% of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service; and
  - 3. 100% of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.
- C. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.
- D. Health Benefits Eligibility
  - 1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.
  - 2. Permanent Intermittent (PI) Employees
    - a. Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred 80 (480) paid hours in one of two PI 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 sixty (60) days from the end of the qualifying control period.
    - b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999)

## **9.2 Dental Benefit Plans**

### **A. Contribution Amounts**

1. Effective January 1, 2006, 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 the Department of Personnel Administration.
  - a. The State shall pay up to \$35.04 per month for coverage of an eligible employee.
  - b. The State shall pay up to \$61.73 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay up to \$89.55 per month for coverage of an eligible employee plus two or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

### **B. Employee Eligibility**

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

### **C. Family Member Eligibility**

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

### **D. Coverage During First Twenty-Four (24) Months of Employment**

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50)-mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

## **9.3 Vision Benefit Plan**

### **A. Program Description**

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

**B. Employee Eligibility**

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

**C. Family Member Eligibility**

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

**9.4 Rural Health Care Equity Program**

Effective July 1, 2001, the State shall continue a Rural Health Care Equity Program for Bargaining Unit members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees. The Department of Personnel Administration shall administer any fund involving Bargaining Unit members.

1. The program shall operate in the following fashion:

- a. The State shall contribute \$1500 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 22877.
  - (1) For Bargaining Unit members payments shall be on a monthly basis.
  - (2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for 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).
- c. The money shall be available for use as defined in Government Code section 22877.
- d. A Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit members, as one of several similar accounts.
- e. Each Unit employee shall be able to utilize up to \$1500 per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1b is applicable here.
- f. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in Government Code section 22877, 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 eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in the statute. 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 \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - (1) Any employee not in a Bargaining Unit all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1 b above.

- (2) If an employee is entitled to less than \$25 under this paragraph, the money shall instead go into next year's fund pursuant to paragraph g hereafter.
- g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in Government Code section 22877 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 statute exceed \$1500 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 Government Code section 22877 and monies still remained in the pool.

### **9.5 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, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- 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 referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee using the Employee Assistance Program, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday 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 State Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
- E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

### **9.6 Pre-Tax of Health and Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium

costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pretaxed, must make an election not to participate in this benefit.

### **9.7 Pre-retirement Death Continuation of Benefits**

Notwithstanding Government Code section 22846, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

### **9.8 Joint Union/Management Benefits Advisory Committee**

- A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.
- B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be co-chaired by a labor and a management member.
- C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- D. The Department of Personnel Administration will provide necessary staff to support the committee.

### **9.9 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.

### **9.10 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. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

- 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 Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

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

- A. An employee working in the California Department of Corrections and Rehabilitation who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for 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.
- B. An employee working in the Departments of Developmental Services, Mental Health, or Veterans Affairs, or in the Special Schools in the Department of Education who loses the ability to work for more than twenty-two (22) workdays 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 resident, patient, student, client, or member.
- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. 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, stress-related disabilities, or physical disability having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.



### **9.12 FlexElect Program**

- A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the Department of Personnel Administration. 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. The State shall continue its current practice on a cash option in the FlexElect Program.
- D. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

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

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the California Public Employees Retirement System (CalPERS). The employee's spouse, parents, and spouse's parents are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

### **9.14 Temporarily Disabled Employees**

- A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.
- C. Any disputes arising out of this section may only be appealed through the State Personnel Board's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

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

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.
- B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

- C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23<sup>rd</sup>) workday of disability until the end of the fifty-second (52<sup>nd</sup>) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- D. The employee may elect to supplement payment from the twenty-third (23<sup>rd</sup>) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- E. Temporary Disability 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 during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period.
- F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.
- G. For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). IDL would be paid in lieu of VRMA.
- H. 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.

## **9.16 Group Legal Service Plan**

The State of California agrees to Contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

## **9.17 State Disability Insurance (SDI)**

A. Beginning April 1, 2006, all employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows.

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq., of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child.

Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. Effective July 1, 2006, the State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of 26 weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past 26 weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
3. Employees participating in the Rural Health Care Equity Program (Article 9.4) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.
4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances only for absences from work hours for reasons unrelated to the disability which rendered the employee eligible for SDI benefits.
5. The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.
6. This clause is subject to modification pursuant to subsection A 5 above.
  - a. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

- b. An employee may elect to supplement their SDI benefit with leave integration up to 40 hours per month. However, the employee combined SDI benefit and use of leave credits cannot exceed their regular monthly net pay. Within one week of being disabled from work, the employee or his/her representative must contact their departmental personnel office to provide the following information:
  - (1) The date the disability/illness commenced;
  - (2) The estimated duration of the disability;
  - (3) A phone number where the employee can be reached;
  - (4) The election of leave credits usage during the first week of disability;
  - (5) The number of hours in a month to be charged to leave credits;
  - (6) Whether or not the employee is planning to file for SDI; and
  - (7) The election to integrate leave credits with SDI benefits.
- c. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper integration of benefits and payment.

B. During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the Annual Leave Program.

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

## **ARTICLE 10 – HEALTH AND SAFETY**

### **10.1 Health and Safety Commitment**

The State is committed to providing 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.

### **10.2 Health and Safety Committees**

- A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.
- B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employee's safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety.

- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

### **10.3 Occupational Hazards**

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

### **10.4 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 the Department of Personnel Administration level shall be final.

### **10.5 Intentionally Excluded**

### **10.6 Emergency Evacuation Procedures**

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. 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 the Department of Personnel Administration level shall be final.

## **10.7 Protective Clothing**

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced  
- by the employee at his/her expense.

## **10.8 Intentionally Excluded**

## **10.9 Safety Equipment**

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

## **10.10 Medical Monitoring**

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

## **10.11 Hazardous Materials**

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

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

- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exists:
  - 1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;

2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use.

#### **10.12 Employee Restroom Facilities**

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

#### **10.13 Access to Work Areas 24 Hours**

- A. Upon request, employees in twenty-four (24) hour Facilities/Institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

#### **10.14 Personal Alarms**

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supercede any existing departmental or institutional policy governing the use of personal alarms.

#### ***10.15, 10.16 and 10.17 Intentionally Excluded***

#### **10.18 Referral of Assault/Battery**

- A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.
- B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.

#### **10.19 Assaultive Behavior**

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

### **10.20 Intentionally Excluded**

### **10.21 Workplace Violence Prevention**

The State and Union developed a model Workplace Violence Prevention program. Each department shall maintain a Workplace Violence Prevention Program that meets the mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.

### **10.22 Computer Work Stations**

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes
- C. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:
  - 1. Glare screens;
  - 2. Document holders;
  - 3. Adjustable chairs;
  - 4. Ergonomic keyboards;
  - 5. Foot and wrist rests;
  - 6. Telephone headsets;
  - 7. Ergonomic computer table and supports;
  - 8. Wheeled carriers; and
  - 9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

- D. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

### **10.23 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. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, 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.

#### **10.24 Intentionally Excluded**

#### **10.25 Infectious Disease Control**

- A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.
- B. Training shall be provided for employees in the Departments of Health Services, Industrial Relations, Developmental Services, Mental Health, Rehabilitation, and the California Environmental Protection Agency whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.
- C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known, the State shall notify potentially exposed employees at the work site.
- D. Infectious Disease Control Training shall include, but not be limited, to blood borne and air borne diseases.
- E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

#### **10.26 Precautions Against Exposure to Bloodborne Pathogens**

- A. The Department of Corrections and Rehabilitation (CDCR), Mental Health (DMH), Veterans Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDCR, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.
- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.

- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.
- I. CDCR, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.
- J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

#### **10.27 Remodeling/Renovations and Repairs**

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.27 (Remodeling/Renovations and Repairs).

## **10.28 Pest Control**

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

## **10.29 Smoking Cessation**

- A. The State will continue to provide smoking cessation programs consistent with prior Departmental practices.
- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

## **10.30 Health and Safety Grievances**

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

- a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
- b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000, Headquarters, Sacramento, CA 95814.

2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the Department of Personnel Administration (DPA) as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected Department(s).
- b. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- a. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- b. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with section 6.11 B of this Article unless otherwise provided.

## **ARTICLE 11 – SALARIES**

### **11.1 Salaries**

- A. Within sixty (60) days following legislative approval, SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars (\$1000) as follows:
  1. Permanent and limited term full time employees who were on payroll on June 30, 2006, shall receive \$1000; or
  2. Permanent and limited term part time employees who were on payroll on June 30, 2006, shall receive \$1000; or

3. Employees holding a TAU appointment who were on payroll June 30, 2006 and who were paid for 519 or more hours (intermittent appointment) or the equivalent of 519 hours (full-time and part-time appointment) during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive \$1000. An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment without a break in service shall be entitled to the bonus under Criteria 1 and 2 above or
  4. Permanent, limited -term and seasonal intermittent employees who were on payroll June 30, 2006 and were paid for 519 or more hours during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive \$1000.
- B. Any employee who holds multiple appointments in classifications represented by SEIU Local 1000 and/or any other bargaining unit which agreed to this bonus shall receive \$1000 if their combined time base is equal to or greater than one-quarter (1/4) time. (For example, an employee holds two appointments; both as one-quarter (1/4) time-base and in bargaining units eligible for this bonus, the employee shall receive the maximum amount, \$1000.)
- C. The bonus received by the employee shall not be considered as compensation for the purposes of retirement contributions.
- D. Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and one-half percent (3.5%), (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- Classifications receiving the Plata/Plata Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.
- E. Effective July 1, 2007, the State agrees to provide a cost of living adjustment, to all SEIU Local 1000 classifications as follows; (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement)
1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban – All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SAO, United States:

2. The cost of living adjustment shall not be less than 2.0% or more than 4.0%.  
 e.g: If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.
3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in #1)

CPI for March 2007 (EXAMPLE ONLY)	202.4
Less CPI for March 2006	197.1
Index Point Change	5.2
Divided by Previous CPI (March 2006)	197.1
Equals	.02637
Result multiplied by 100 (100 X .02637)	2.6
Cost of Living adjustment for 2007	2.6%

**Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%**

#### **Equity Increases**

Effective January 1, 2007 the following Auditor classifications shall receive 5% added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

4101	Financial Institutions Examiner
4102	Senior Financial Institutions Examiner
4133	State Financial Examiner III
4136	State Financial Examiner II
4410	Senior Insurance Examiner (Specialist)
4412	Associate Insurance Examiner
4420	Insurance Examiner

4443 Corporation Examiner  
4452 Corporation Examiner IV (Specialist)  
4488 Inheritance and Gift Tax Examiner III  
4499 Public Utility Financial Examiner IV  
4502 Public Utility Financial Examiner III  
4508 Public Utility Financial Examiner II  
4134 Mineral and Land Auditor Specialist II  
4135 Mineral and Land Auditor Specialist III  
4137 Mineral and Land Auditor Specialist IV (Specialist)  
4144 Governmental Auditor III  
4146 Governmental Auditor II  
4155 Staff Management Auditor (Specialist), SCO  
4159 Associate Management Auditor  
4175 Auditor I  
4203 Investigative Auditor II, Department of Justice  
4215 Investigative Auditor III, Department of Justice  
4224 Investigative Auditor IV (Specialist), Department of Justice  
4249 Health Program Auditor IV, DHS  
4252 Health Program Auditor III, DHS  
4254 Health Program Auditor II, DHS  
4267 Tax Auditor, Board of Equalization  
4281 Associate Tax Auditor, Board of Equalization  
4282 Staff Tax Auditor, Board of Equalization  
4285 General Auditor III  
4287 General Auditor II  
4286 Investigative Auditor, Alcoholic Beverage Control  
4339 Tax Auditor III, Employment Development Department

4340 Tax Auditor II, Employment Development Department  
4341 Tax Auditor IV, Employment Development Department  
4361 Associate Tax Auditor, Franchise Tax Board  
4362 Tax Auditor, Franchise Tax Board  
5024 Senior Property Auditor-Appraiser  
5441 Assistant Property Auditor Appraiser (Board of Equalization)  
5448 Associate Property Auditor Appraiser, (Board of Equalization)  
5453 Senior Specialist Property Auditor Appraiser (BOE)  
5841 Staff Services Management Auditor  
9070 Investigative Auditor II, Department of Food and Agriculture  
9071 Investigative Auditor III, Department of Food and Agriculture  
9323 Workers' Compensation Payroll Auditor  
9324 Senior Workers' Compensation Payroll Auditor  
4057 Program Evaluator, CALPERS  
4059 Associate Program Evaluator, CALPERS  
4061 Staff Program Evaluator, CALPERS  
4084 Program Evaluator Specialist (Information Systems)  
4085 Staff Program Evaluator Specialist (Info Systems), CALPERS  
4141 Totalisator Systems Examiner  
4378 Business Taxes Specialist III, Board of Equalization  
4379 Business Taxes Specialist II, Board of Equalization  
4380 Business Taxes Specialist I, Board of Equalization  
4364 Program Specialist I, Franchise Tax Board  
4365 Program Specialist II, Franchise Tax Board  
4366 Program Specialist III, Franchise Tax Board



Effective January 1, 2007 the following Information Technology classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

**Eligible Classifications**

- 1360 Information Systems Technician
- 1557 Information Systems Technician II
- 1353 Computer Operator
- 1560 Computer Operations Specialist I
- 1561 Computer Operations Specialist II
- 1562 Information Systems Technician I
- 1361 Staff EDP Acquisition Specialist
- 1368 Senior EDP Acquisition Specialist (Technical)
- 1382 Programmer I
- 1383 Programmer II
- 1479 Assistant Information Analyst
- 1579 Associate Programmer Analyst (Specialist)
- 1470 Associate Information Systems Analyst (Specialist)
- 1585 Associate Systems Software Specialist (Technical)
- 1581 Staff Programmer Analyst (Specialist)
- 1312 Staff Information Systems Analyst (Specialist)
- 1587 Systems Software Specialist I (Technical)
- 1583 Senior Programmer Analyst (Specialist)
- 1337 Senior Information Systems Analyst (Specialist)
- 1373 Systems Software Specialist II (Technical)
- 1367 Systems Software Specialist III (Technical)
- 2949 Instructional Systems Engineer, Commission on Peace Officer Stds.
- 2950 Sr. Instructional Systems Engineer, Comm. on Peace Officer Stds.
- 5170 Telecommunications Systems Analyst I

- 5171 Telecommunications Systems Analyst II
- 7737 Associate Program Systems Analyst
- 7738 Staff Program Systems Analyst (Specialist)
- 7740 Senior Program Systems Analyst (Specialist)

## **11.2 Intentionally Excluded**

## **11.3 Salary Definitions**

Unit 1 hereby agree to support putting the following changes to Article 5 of the Department of Personnel Administration regulations into effect provided all bargaining units agree to the same

As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "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 nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g.,  $\$2,300 \times 1.05 = \$2,415$ ). One-step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,415 \div 1.05 = \$2,300$ ).
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

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

#### **11.4 Timely Payment of Wages**

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
  - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
  - 2. When a regular paycheck is late for reasons other than 1. above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;
  - 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, Union dues, etc ) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. 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.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

#### ***11.5 and 11.6 Intentionally Excluded***

#### **11.7 Merit Salary Adjustments (MSA)**

- A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code section 19832 and applicable Department of Personnel Administration rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

## **11.8 Night Shift Differential**

- A. Bargaining Unit 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 \$.40 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 \$.50 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.

## **11.9 Bilingual Differential Pay**

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

- A. Definition of Bilingual Position for Bilingual Differential Pay:
1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging 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. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. 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, client, student, 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 pay period would receive a maximum of \$100 per 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 fifty-eight (58) cents per hour.
- 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 may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Work Week Group 2 employees will receive bilingual salary compensation for overtime hours worked.
- 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 should be included in the rate used to calculate Temporary Disability, Industrial Disability, and State Disability leave benefits.
- K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

#### **11.10 Sustained Superior Accomplishment Awards**

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

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

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, 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. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The Union may have one representative from Bargaining Unit 1 who shall serve without loss of compensation.

### **11.12 Deferred Compensation Plans**

Employees are to be included in the State of California, Department of Personnel Administration's, 401(k) and 457 Deferred Compensation Programs. Eligible employees under IRS Code section 403(b) will be eligible to participate in the 403(b) Plan.

### **11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation**

- A. To the extent permitted by Federal and State law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable Federal and State laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

### **11.14 through 11.16 Intentionally Excluded**

### **11.17 Recruitment and Retention Differentials**

- A. Upon approval by the Department of Personnel Administration, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.

- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the Department of Personnel Administration.
- D. Less than full-time permanent employees and permanent intermittent employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

**11.18 and 11.19 Intentionally Excluded**

**11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons**

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons 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, Chuckawalla Valley or Centinela State Prisons, there will be no pro rata payment for those months at either facility.
- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela 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 to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

## **11.21 Accounting Recruitment and Retention Differential - CDCR**

A. Upon approval by the DPA, the Department of Corrections and Rehabilitation may provide recruitment and retention differentials to Unit 1 employees as follows:

1. Either up to \$200.00 per month (monthly differential), or
2. Up to \$2,400.00 per year (annual payment).

These differentials may be authorized for specific Unit 1 classifications in specific geographic locations or facilities based on the needs of the State.

B. When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment, nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period.

If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.

- C. 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. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on a total number of hours worked within the monthly pay period.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. 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 such decision is not grievable or arbitrable.



F. Classifications which are eligible for this differential include:

Code	Class
4177	Accountant I (Specialist)
4179	Accountant Trainee
4546	Accounting Officer (Specialist)

G. It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that the decision to implement such a differential rests solely with the State.

### 11.22 Institutional Worker Supervision Pay Differential

- A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred-seventy-three (173) hours a pay period shall, subject to the approval of the DPA, receive a pay differential of \$325 per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).
- B. The pay differential shall not be subject to PERS deductions for either the employee or the State.
- C. The pay differential shall be pro-rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.
- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.
- F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

### 11.23 Out-of-State Pay Differential

- A. Employees who are headquartered out of State or who are on permanent assignment to travel at least fifty percent (50%) of the time out of State shall continue to receive an out-of-State pay differential of \$346 per month.
- B. Less than full-time employees shall receive the out-of-State pay differential on a pro rata basis based upon their reduced time base.

#### **11.24 Bay Area Recruitment and Retention Pay Differential**

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

##### **Eligible Counties**

Alameda

San Francisco

San Mateo

Santa Clara

##### **Eligible Classifications**

1579 Associate Programmer Analyst (Specialist)

1470 Associate Information Systems Analyst (Specialist)

1585 Associate Systems Software Specialist (Technical)

1581 Staff Programmer Analyst (Specialist)

1312 Staff Information Systems Analyst (Specialist)

1587 Systems Software Specialist I (Technical)

1583 Senior Programmer Analyst (Specialist)

1337 Senior Information Systems Analyst (Specialist)

1373 Systems Software Specialist II (Technical)

1367 Systems Software Specialist III (Technical)

The differential provided for by this section shall not be subject to PERS deductions, and it will not be included when calculating any overtime compensation otherwise provided for by this Contract.

#### **11.25 Personnel and Payroll Specialist: Recruitment & Retention Differential**

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers or is discharged, prior to completing the twelve (12) consecutive pay periods, there will be no pro rata payment for those months.

- B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro rata share for those months.
- C. 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.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. For the purposes of this section, movement to Staff Services Analyst will be considered a promotion.

### **11.26 Arduous Duty Differential for FLSA Exempt Employees**

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to the DPA on a case-by-case basis by the employing department. The DPA shall evaluate said requests based on whether it satisfies all of the following:

#### **A. Nonnegotiable Deadline or Extreme Urgency**

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

#### **B. Work Exceeds Normal Work Hours and Normal Productivity**

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

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal 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.

#### **C. Work is Unavoidable**

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

**D. Work Involves Extremely Heavy Workload**

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

**E. No Other Compensation**

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

DPA decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract

The differentials shall be \$300 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: \$300, \$600, \$900 or \$1200 per pay period.

**11.27 California State Lottery Sales Incentive Bonus**

The California State Lottery (CSL) reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilots/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

Employees appointed to the CSL classifications of District Sales Representative (DSR) and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three product lines: Scratcher products; On-Line products; and a Target Game which shall be designated by the Director or designee.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three product lines identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three product lines. The sales bonus for eligible employees is based on sales achievement in each of the three product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.
- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.

The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last".

Example: The goal for quarter 1 of FY 1999/00 is based on the market share from quarter 3 of FY 1998/99.

C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratchers product 70 percent; Target Game product 20 percent; and On-Line product 10 percent. Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product lines.

D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines.

If a Target Game is not designated, the Director or designee shall redirect the Target Game percentage to the other remaining product lines.

E. If the CSL deems it necessary to adjust one or more of the bonus level percentages, it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.

F. Bonus levels and corresponding dollar awards attributable to each level are listed below:

Bonus Level % of Sales Goal Achieved	Level 1 102%	Level 2 105%	Level 3 108%	Level 4 112%
District Sales Representative (DSR) Maximum Bonus Award	\$1,100	\$1,600	\$2,100	\$3,200
(70%) Scratcher Product	\$ 770	\$1,120	\$1,470	\$2,240
(20%) Target Game	\$220	\$320	\$420	\$640
(10%) On-Line Product	\$110	\$160	\$210	\$320
Key Account Specialist (KAS) Maximum Bonus Award	\$1,600	\$2,100	\$2,850	\$3,950
(70%) Scratcher Product	\$1,120	\$1,470	\$1,995	\$2,765
(20%) Target Game	\$320	\$420	\$570	\$790
(10%) On-Line Product	\$160	\$210	\$285	\$395

- G. Each eligible employee described in Subsections G (2) through G (8) shall be required to work a qualifying period to be eligible for bonus.
1. A qualifying period is defined as actually working in a territory or actually working an assigned account list a minimum of sixty-five percent (65%) of actual available work days in a thirteen-week (13) quarter excluding holidays and weekends.  
  
Formula: 13 weeks (91 days) less weekends (26 days) times 8 hours a day less holiday hours times 65% equals a qualifying period.  
  
Example: A qualifying period in a quarter with no holidays equals 65 days; a qualifying period in a quarter with one holiday equals 64 days.
  2. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
  3. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
  4. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.
  5. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South region during the quarter is eligible for the appropriate level bonus achieved by that region during that quarter.
  6. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
  7. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in Subsection H (1) is prorated to the time base.
  8. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.
- H. Bonus payments shall be made within sixty (60) days after the quarter ends.
- I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.
- J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.
- K. This section shall be grievable only to Step 2 of the grievance procedure (Director, California State Lottery).

## 11.28 California State Lottery Business Building Incentive (BBI) Program

This provision is effective following ratification by both parties.

- A. The objective of the Business Building Incentive (BBI) program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
- B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the employee shall receive an incentive award of \$250
- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in Subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
  1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
  2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.
  3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
  4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).
  5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.

- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.
- I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within 120 days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.
- J. The employee shall submit a discrepancy correction for a bona fide retailer within 90 days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement shall be excluded from compensation for retirement purposes.
- M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CA State Lottery).

### **11.29 California Housing Loan Insurance Fund (CHLIF) Mortgage Insurance Profit Bonus**

Eligible employees in these assignments will be entitled to a bonus not to exceed ten percent (10%) of their base salary based on the performance of the loans insured by California Housing Loan Insurance Fund (CHLIF) in the employee's assigned territory annually. The bonus will be based on maintaining a delinquency rate of less than one percent.

The delinquency rate is derived by dividing the number of CHLIF insured loans in the eligible employee's assignment that are delinquent for a period of ninety (90) days or more by the total number of CHLIF insured loans in the employee's assigned territory.

If the delinquency rate for the year is not more than one-half (0.5%) percent, the eligible employee will be entitled to the maximum bonus of ten percent (10%) of base salary. If the delinquency rate is more than 0.5 percent but less than one percent (1%), the employee will be entitled to a proportional bonus based on the difference between one percent (1%) and the actual delinquency rate, as a percentage of five percent (5%). For example, if the delinquency rate at the end of the year is point sixty-two percent (0.62%), the bonus percentage would be seventy-six percent (76%) of the maximum bonus payable, or seven point six percent (7.6%) of base salary. It may be simpler to express this decimally, e.g., delinquency rate of 0.0062 subtracted from 0.01 equals 0.0038 divided by 0.05 equals 0.076 to be applied to the base salary.



The following chart is illustrative of the delinquency and claims bonus structure based on five (5) even delinquency rates. In actuality, the bonuses will be based on the delinquency rate calculated to the nearest hundredth of one percent (0.0001), which translates to two-tenths of one percent (0.002) of annual salary per the formula.

<b>DELINQUENCY</b>	<b>BONUS</b>
0.50%	10% of base salary
0.60%	8% of base salary
0.70%	6% of base salary
0.80%	4% of base salary
0.90%	2% of base salary
1.00%	0% of base salary

**Criteria and Calculations for Customer Services, Product Development, Technical Services, and Underwriting Manager:**

Employees performing these functions will be eligible to receive a bonus not to exceed ten percent (10%) of their base salary based on the return on equity percentage which exceeds nine percent (9%), as a percentage of five percent (5%). The return on equity is based on the GAAP profit on the average fund equity for the twelve (12) calendar months. For example, if the return on equity at the end of the year is eleven percent (11%), the bonus would be forty percent (40%) of the maximum bonus payable, or four percent (4%) of salary (i.e., 11% minus 9% = 2%; 2% divided by 5% = 40% of the maximum bonus, or 0.04 of salary).

The following chart is illustrative of the bonus structure for these employees. In actuality, the bonuses will be calculated to the nearest tenth of one percent (0.001) of salary

<b>PROFIT %</b>	<b>BONUS %</b>
14.00%	10% of base salary
13.00%	8% of base salary
12.00%	6% of base salary
11.00%	4% of base salary
10.00%	2% of base salary
9.00%	0% of base salary

Bonuses for eligible employees in all categories will be based on the twelve (12) months from January through December and will be paid once per year as soon after December 31 as practicable. Bonuses will be prorated for employees not working a full year in an eligible assignment.

### **11.30 Professional Certification Pay**

- A. Subject to the criteria listed in section B, a department may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.
- B. Bonus Criteria
  - 1 The bonus shall consist of \$3,600 regardless of the number of certifications received and shall be paid in three equal installments of \$1,200 at intervals of twelve (12) qualifying pay periods. The first installment shall be paid twelve (12) qualifying pay periods after the employee's request and the employer's verification.
  - 2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.
  - 3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.
- C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend the continuation of the bonus to DPA. In any case the bonus shall not exceed \$3,600.
- D A Professional Competency Bonus shall not be considered "compensation" for the purpose of retirement.

## **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 Department of Personnel Administration 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 expense 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 for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. 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 cost of telegrams or telephone calls.

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

Breakfast	up to	\$ 6.00	
Lunch	up to	\$10.00	
Dinner	up to	\$18.00	
Incidentals	up to	\$ 6.00	
<hr/>			
Total	up to	\$40.00	(Every full 24 hours of travel)

2. Time Frames - 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 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 on a trip of more than twenty-four (24) hours.

Trip begins at or before 6 a.m.      Breakfast may be claimed

Trip begins at or before 11 a.m.      Lunch may be claimed

Trip begins at or before 5 p.m.      Dinner may be claimed

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 a.m.      Breakfast may be claimed

Trip ends at or after 2 p.m.      Lunch may be claimed

Trip ends at or after 7 p.m.      Dinner may be claimed

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 a.m. Breakfast may be claimed and ends at or after 9 a.m.:

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

If the trip extends overnight, receipted 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 \$84 plus applicable taxes.

- b. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to \$110 plus applicable taxes.

- 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: 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: 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 the Department of Personnel Administration. The Department of Personnel Administration may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel: 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:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
  - Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
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 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.
3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Personnel Administration policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Personnel Administration policy regarding an employee leaving the LTA location on personal business:

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

- 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 the Department of Personnel Administration.

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, 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 necessity for travel, and the mode of travel to be reimbursed.
1. **Mileage Reimbursement**
    - a. Effective July 1, 2006, 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 at the Federal Standard Mileage Rate (FSMR).
    - 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 –** Effective July 1, 2006, 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 the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
  3. **Private Aircraft Mileage –** When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Personnel Administration Rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less". If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- G. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 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 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 Moving and Relocation Expenses**

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

## **12.3 Parking Rates**

- A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than \$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, 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 or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.

- B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

#### **12.4 Commute Program**

- A. 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. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement 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 including required receipts and certification of expenses.
- B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the vanpool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary vanpool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

#### **12.5 Transportation Incentives**

- 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. 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.
- C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.



## **12.6 Intentionally Excluded**

## **12.7 State Owned Housing**

### **A. Housing**

Annually, 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 paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, 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 owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where 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**

Annually, 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.
- C. Notwithstanding any of the above, the Department of Fish and Game will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.
- D. The Department of Fish and Game is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

**E Possessory Interest Taxes**

The parties agree to seek a determination from the Internal Revenue Service about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in State owned housing as a condition of employment. The parties shall abide by this determination.

**12.8 Overtime Meal Benefits and Allowances - CDCR**

- A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a 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. If the cafeteria is closed then reimbursements shall be made pursuant to D 2 below.
- B. 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.
- C. 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.
- D. 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 1 and 2 below:

- 1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90)-day period of the time 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 2 below;
  - 2. Employees requesting reimbursement under this option will receive \$6, regardless of the value assigned to the meal ticket by local management.
  - 3. 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 reimbursement for overtime meal allowances earned.
- E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this Article if there is no on-site employee facility which serves hot meals.

## **12.9 Overtime Meal Allowance**

- A. Up to \$8 may be reimbursed for an overtime meal. An overtime meal allowance of up to \$8 will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of up to \$8 when required to work two (2) hours contiguous to such a work shift.
- B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

## **12.10 Damaged or Destroyed Personal Property**

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

## **12.11 Uniform Replacement Allowance**

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed \$450 per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.
  - 1. 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 population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
  - 2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
  - 3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
  - 4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
  - 5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

**12.12 Intentionally Excluded**

**12.13 Tools, Business Equipment, Materials and Supplies**

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State-provided items shall be held responsible for loss of and/or damage due to negligence.

**12.14 Professional Dues**

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to \$50 per year for membership dues in job-related professional societies or associations of the employee's choice, or for a job-related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

**12.15 Reimbursement of Fees**

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

**12.16 Aviation Consultants**

The Department of Transportation agrees to continue its practice of:

- A. Reimbursing Aviation Consultants the cost of their annual second-class flight physical examinations.
- B. Providing the biennial flight checks in Department of Transportation aircraft during or connected to regularly authorized operation of the aircraft for business purposes and utilizing Department of Transportation employees who are personally qualified and volunteer to conduct and certify the flight checks.

### 12.17 PERS Auditor Affiliation

The Office of Audit Services (CalPERS) will provide a maximum of \$500 reimbursement in any fiscal year, for each professional audit staff for fees, dues, and professional competency certification licensing costs associated with memberships in and affiliations with the following professional organizations. If any other audit-related professional organizations are identified, management will reimburse based on consistency with the organizations listed below:

- The Institute of Internal Auditors (IIA)
- California Association of State Auditors (CASA)
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants
- Association of Government Accountants (AGA)
- Institute of Management Accountants (IMA)
- Information Security Audit and Control Association (ISACA)
- Information Security Systems Association (ISSA)
- Association of Certified Fraud Examiners
- Association of Women Accountants
- The Association of Healthcare Internal Auditors, Inc.

### 12.18 Professional License Fees

Employees in the classifications of Property Appraiser/Investigator (Office of Real Estate Appraisers) and Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) shall be reimbursed in full upon certification of license renewal.

### 12.19 Actuary Dues – Department of Insurance

The Department of Insurance will reimburse department employees in the classes listed for membership dues in the American Academy of Actuaries, the Casualty Actuarial Society, the Society of Actuaries, or other actuarial associations approved by the department. The amount of reimbursement is to be determined by the department. If dues are reimbursed for less than full-time employees, the reimbursed amount shall be prorated.

Classes:

- Actuarial Statistician
- Associate Casualty Actuary
- Associate Life Actuary
  - Senior Actuarial Statistician
- Senior Casualty Actuary

## **ARTICLE 13 – CAREER DEVELOPMENT**

### **13.1 Personnel and Evaluation Materials**

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work 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.
- C. 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. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the 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. 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 representational activities.

- G. Material relating to an employee's performance included in the employee's 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 may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory 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. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

### **13.2 Personal Performance Session**

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

### **13.3 Joint Apprenticeship Committee**

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 1 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:
  1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
  2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
  3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
  4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
  5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.
- B. The State agrees to continue existing apprenticeship programs.

- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 1 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

#### **13.4 IT Apprenticeship Agency Linkage Agreement**

- A. The State and the Union agree to establish the Information Technology Joint Apprenticeship and Training Committee (Committee) in accordance with section 13.3, Joint Apprenticeship Committee, upon completion of the Unit 1 Information Technology (IT) classification specifications.
- B. The Committee will develop the apprenticeship standards, functions and responsibilities to establish an organized, planned system of statewide information technology apprenticeships in support of Unit 1 IT classifications.
- C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the State Personnel Board (SPB).

#### **13.5 Intentionally Excluded**

#### **13.6 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. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

#### **13.7 Performance Standards**

- A. The employer, in developing performance standards, shall adhere to the following:

Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative, measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.



- B. Employee performance standards shall be established in accordance with the following guidelines:
  - 1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
  - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.
- D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where such information is available.

### **13.8 and 13.9 Intentionally Excluded**

### **13.10 Education and Training**

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
- C. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.
- D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
- E. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
- F. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.
- G. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.

H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the Individual Development Plan (IDP), or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:

1. Tuition and/or registration fees.
2. Cost of course-related books.
3. Transportation or mileage expenses.
4. Toll and parking fees.
5. Lodging and subsistence expenses.

An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

I. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.

J. When assigning or approving an employee for career-related out-service training, the department may establish policies regarding:

1. allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and
2. reimbursement for tuition and other necessary expenses.

Except as established by the department, reimbursement should be for fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either:

1. at the convenience of the State, or
2. because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.

- M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

### **13.11 through 13.14 Intentionally Excluded**

### **13.15 EDD Determinations Scheduling Standard**

- A. For a mixed schedule, EDD will schedule no more than thirteen (13) interviews per day to each fully trained EPR who is assigned to do determinations full time. Of these interviews, EDD will schedule an average of eight (8) separations on a daily basis, but no more than forty (40) separations per week. If the EPR is assigned a full schedule, he/she will be assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews per day. For those employees working an alternate workweek or other than full time, the number of interviews will be pro-rated and rounded to the nearest whole number.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations. These schedules are not subject to this agreement.

In the event of a significant economic down turn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, permanent intermittents and overtime. EDD will notice SEIU Local 1000 of this change so that the parties may meet and confer on the impact.

- B. An EPR assigned a full determination schedule will not be assigned to establish overpayments.
- C. If an EPR has completed all scheduled workload, he/she will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.
- D. An EPR will be provided two (2) hours per week to complete unfinished work if there is a backlog.
- E. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.
- F. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility or denial of benefits based on law, precedent, and policy.

### **13.16 Employee Recognition and Morale Program - Franchise Tax Board and Board of Equalization**

- A. The Franchise Tax Board agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

- B. The Board of Equalization agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- C. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed \$50 per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.
- D. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the Committee will be selected to participate as a Committee member.
- E. This section is subject to the complaint procedure of Article 6 of this Contract.

**13.17 Independent Research/Professional Papers**

- A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This section is subject to the complaint procedures as specified in Article 6, Grievance and Arbitration.
- D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

**ARTICLE 14 – CLASSIFICATION**

**14.1 Classification Changes**

- A. When the Department of Personnel Administration (DPA) proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the Department of Personnel Administration regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the State Personnel Board for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.

- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the State Personnel Board (SPB) for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the State Personnel Board.
- E. In the event the State Personnel Board renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

## **14.2 Out-of-Classification Grievances and Position Allocation Hearing Process**

### **A. Definitions**

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

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

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

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

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
  - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
  - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.
4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the Department of Personnel Administration referenced in Government Code section 19818.16 or the VCGCB.
2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.
3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.
5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:
  - a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
  - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.

However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in subsection B above.

3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in Article 6.

4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
  5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration.
  6. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
  7. If the grievance is not resolved by the Department of Personnel Administration, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, section 6.11.
  8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.
- E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.
- F. The parties agree to support legislation to amend Government Code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.
1. Government Code section 19818.8 (a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by section 19050 8.
  2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

#### **14.3 Classification/Pay Data**

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for Unit 1 rank-and-file employees.

#### **14.4 Duty Statements, Post Orders, and Work Instructions**

- A. An employee shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the State Personnel Board job classification specifications.
- B. Post orders in CDCR, Adult and work instructions in CDCR, DJJ will be provided where applicable.

- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that post orders in CDCR, Adult and work instructions in CDCR, DJJ are not grievable or arbitrable.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

#### **14.5 Automation and New Technology**

The State shall endeavor to notify the Union 180 days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

#### **14.6 Job Announcements**

When a department posts a job announcement for which two classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

#### **14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees**

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

#### **14.8 Contracting Out**

##### **A. Purpose**

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.



**B Policy Regarding Personal Services Contracts and Cost Savings**

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

**C. Information Regarding Contracts To Be Let**

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed but no less than five (5) business days thereafter provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D (1)
3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

**D. Review of Personal Services Contracts In Existence**

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the Department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs

are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D (1) above, the Union and the Department shall begin reviewing the contracts. The Union and the Department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the Department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and the Department.
3. The Union and the Department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the Department for utilization of said savings. Such agreements may include:
  - a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees.
  - b. Enabling the employment of bargaining unit employees for services currently performed by contractors;
  - c. Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
  - d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
  - e. Such other purposes as may be mutually agreed upon.

**E. Displacement Avoidance**

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles.
  - a. The duties at issue are consistent with the bargaining unit employee's classification;

- b. The bargaining unit employee is qualified to perform the job; and,
  - c. There is no disruption in services.
2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the Department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.
- F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section and Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Government Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

**14.9 Classification Studies**

- A. The State shall conduct a classification study of the Aviation Consultant class series listed below to determine if the duties being performed are appropriate for the classes.

Code	Class
5672	Associate Aviation Consultant, Department of Transportation
5598	Senior Aviation Consultant, Department of Transportation

Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the results of the study. The State shall complete the study twelve (12) months after ratification of this Contract or a mutually agreeable date.

The State and SEIU Local 1000 recognize that classification proposals reflecting recommendations developed by the committee require approval by the Department of Personnel Administration and the State Personnel Board.

- B. During the first twelve (12) months of this agreement, the State agrees to meet with representatives of the Union to determine if changes to the class specifications are needed for positions performing investigative audit work. If changes to the specifications are determined to be appropriate, the parties agree to pursue revisions to the class specifications in accordance with section 14.1 of this agreement.

#### **14.10 Classification Review**

- A. The Union and the State agree to continue to review the Bargaining Unit 1 classification plan with the intent to consider consolidating or abolishing classifications. The Committee will address the merits of consolidation proposals as well as specific action plans for implementation of agreed upon proposals.
- B. The Committee may review and address issues in the following areas by mutual agreement.
  - 1 The consolidation/abolishment of existing classes; and
  - 2. Unused and underutilized classes.
- C. The Union may designate up to five (5) representatives to participate in these discussions. Union representatives will be provided State release time for these discussions.

#### **14.11 Driver Safety Officer Classification**

During the term of the agreement, the State shall meet with the Union to discuss the duties and responsibilities relative to those performed by other Unit 1 classifications and the compensation level of the Driver Safety Officer classification. If changes to the class specification become necessary, such changes will be done in accordance with section 14.1 of this Agreement.

#### **14.12 Personnel Specialist (PSS) Classification: Workload Factors and Weights**

The State and the Union agree that the following workload factors and weights apply to work done by the Personnel Specialists classifications:

- 1. Certification Appointment Process – two (2) hours per certification:  
Ordering/Extending/Modifying/Clearing/Updating Tenure/Time Base/Location/Address;  
Printing Certifications and Contact Letters, SROA/Surplus Guidelines; Limited Examination and Appointment Program (LEAP).
- 2. Verification of MQ's – ½ hr x # of appointments x applications per appointments:  
Ensuring that applicants have met the MQ's for exams; review of transcripts, credentials, etc; Verification of transfer eligibility.  
Salary Determinations – ¾ hr per appointment:  
Alternate Range Criteria; Hiring Above Minimum; Red Circle Rates; Transfer Eligibility; CEA Pay; MSA/SISA Criteria.

3. Pay – five (5) hours per one hundred (100) employees x twelve (12) months:  
Overtime; Lump Sum; W-2 forms; Employee Accomplishment Awards; Accounts Receivables; Under payments; 7K; Payroll; Garnishments; Manual splits for bankruptcy; Dock/AWOL; FLSA Calculations; Adverse Actions; Special pay; Salary Advances; Stand-by; Call Back; Settlement/Stipulation; Leave buy back.
4. Benefits – five (5) hours per one hundred (100) employees x twelve (12) months:  
Health, Dental and Vision Benefits; Domestic Partners; COBRA; Flex-elect; COBEN; Long-term Disability Insurance; Temporary/Short Term Disability Insurance; Group Legal Plan; Direct Deposit; Life Insurance; Savings Bonds; Retirement, Health, Dental and Vision; PARR Lawsuit; Death Benefits; PERS Membership Packages; 401K; Pre-tax Parking.
5. Leaves – four (4) hours per one hundred (100) employees x twelve (12) months:  
Any and all Leaves.
6. Position Controls – ¼ hr per appointment:  
Vacancies - Section 41/Schedule 8/Periodic Reports; 607's - PMR; 701; MPTR Header maintenance.
7. Appointments – ¼ hr per appointment:  
Appointment by SPB, DPA, or court action in lieu of appointment through the certification process; Settlement/Stipulations; Pre-Appointment Approvals; Refer to PAM for Types of Appointments.
8. Separations/Resignations – two (2) hours per separation:  
Settlement/Stipulations; Refer to PAM for Types of Separations.
9. Miscellaneous Transactions – one hour per one hundred 100 employees x twelve (12) months:  
See PAM
10. Correspondence and Communication – one hour per one hundred (100) employees x twelve (12) months:  
Official Correspondence; Memos to Control Agencies; Response to Grievance; Communication with Governmental Agencies - Federal, State and County to employees or for employees; Information Request for Adverse Actions; Employment Verification, Subpoena Requesting Documents (no appearance in person required).
11. Permanent Intermittents/Hourly Employees – twenty (20) hours per one hundred (100) Permanent Intermittents x twelve (12) months:  
Time Keeping; Track Hours for Benefits, Retirement; SISA; MSA; Probation; Range Change; and 1500 Hour Limitation.
12. Attendance – eight (8) hours per one hundred (100) employees x twelve (12) months:  
Audit, Reconcile and Key Attendance.
13. Monthly Reports – one hour per one hundred (100) employees x twelve (12) months:

Salary advances, Vacancy Report; Retroactivity Report, Accounts Receivables, MIRS Reports; Forms Management; Service Awards; Monthly Cut-off Calendar; Leave Restorations; State service verification; Board Roster; Adverse Action log; Roster Activity Report, etc.

14. Injury/Illness Claims – two and one quarter (2.25) hours per one hundred (100) employees x twelve (12) months:  
 NDI, SDI; IDL; EIDL; TD; 4800 Time, Enhanced NDI.
15. Garnishments (Processing) – one point two (1.2) hours per one hundred (100) employees x twelve (12) months:  
 Court Orders.
16. Special Project/Assignment – four (4) hours per projected Personnel Specialist x twelve (12) months:  
 Outside Scope of Usual Assignment; Victim Compensation and Governmental Claims Board (VCGCB); Conflict of Interest.
- 17 Training – five (5) hours per current Personnel Specialist x twelve (12) months:  
 Conducting Training; Orientation.
18. Administrative Details – ten (10) hours per current Personnel Specialist x twelve (12) months.  
 Receiving Training - Formal or Informal; Manual Updates; Filing; Time sheets; Staff Meetings; Court Appearances.
- 19 Employee Contact Time – sixty (60) hours per current Personnel Specialist x twelve (12) months:  
 E-mails; Telephone Calls; Personal Contacts.
20. Cultural Factors:  
 Degree of Automation; Established Procedures; Level of Customer Service; Turnover rates; Skill Levels; Recruitment and Retention Problems; and other factors that make your department unique.

**Workload Allocation Formula**

	A	B	C	D
1	Workload Formula			
2				
3				
4	Department			
5				
6			=Cultural factors (100=average)	
7			=Number of appointments	

8		=Number of certs	
9		=Applicants per appointment	
10		=Number of seps	
11		=Number of employees	
12		=Number of PIs/Hourly	
13		=Current number of PS	
14			
15	Hours		PYs
16	=2*A7	Certifications	=A16/1800
17	=0.5*A7*A9	Verifications of MQ	=A17/1800
18	=0.75*A7	Salary Determinations	=A18/1800
19	=5*(\$A\$11/100)*12	Pay	=A19/1800
20	=5*(\$A\$11/100)*12	Benefits	=A20/1800
21	=4*(\$A\$11/100)*12	Leaves	=A21/1800
22	=0.75*A7	Position Control	=A22/1800
23	=0.75*A7	Appointments	=A23/1800
24	=2*A10	Seps	=A24/1800
25	=1*(\$A\$11/100)*12	Misc.	=A25/1800
26	=1*(\$A\$11/100)*12	Correspondence	=A26/1800
27	=20*(A12/100)*12	PIs/Hourly	=A27/1800
28	=8*(\$A\$11/100)*12	Attendance	=A28/1800
29	=1*(\$A\$11/100)*12	Monthly Reports	=A29/1800
30	=2.25*(\$A\$11/100)*12	Injury/Illness	=A30/1800
31	=1.2*(\$A\$11/100)*12	Garnishment	=A31/1800
32	=4*D37	Special Projects	=A32/1800
33	=5*A13*12	Training	=A33/1800
34	=10*D37*12	Admin	=A34/1800
35	=60*A13*12	Employee Contact	=A35/1800
36			
37	=SUM (A16:A35)*(A6/100)	Total	=A37/1800

#### 14.13 Lead Responsibilities

This provision outlines the leadperson's responsibilities and compares and contrasts them to those of a supervisor. The strikeout of the supervisor's responsibilities represents the intent

to expressly exclude the negotiation of an agreement to the assigned supervisor's duties through this provision.

Supervisor		Lead
1.	<del>Provide in depth policy and procedure training.</del>	Provide basic on-the-job training for assigned duties.
2.	<del>Assign work.</del>	Assign work.
3.	<del>Counsel employees on: — a. Attendance problems — b. Work related problems — c. Refer employees to EAP</del>	May recommend to supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4.	<del>Initiate corrective action such as attendance restrictions and goal setting.</del>	Not a lead responsibility.
5.	<del>Respond to, and resolve grievances at the informal and first level.</del>	May attempt to resolve conflicts that arise as a result of workflow or procedures.
6.	<del>Prepare probation reports, annual evaluations, input to the self-appraisal reports.</del>	May provide input of a factual nature regarding employee job performance.
7.	<del>Participate in performance appraisal evaluations.</del>	Restricted to the technical portion of report pertaining to technical performance.
8.	<del>Approve or deny SISA's and MSA's.</del>	Provide input on employee's job performance to the supervisor.  No authority for an independent decision.
9.	<del>Discipline employees either informally or formally.</del>	Provide input on employee's job performance to the supervisor. Not a lead function. No authority for an independent decision.
10.	<del>Write up required responses for supervisory input on the employee self-appraisal reports used in the testing process.</del>	Provide input on employee's job performance to the supervisor.  No authority for an independent decision. (If lead is not a competitor in the same exam.)
11.	<del>Approve or deny the use of sick leave, vacation, personal holiday, etc.</del>	May receive employee requests in the absence of the supervisor and shall not approve or deny such requests.
12.	<del>Request and approve supply orders.</del>	May request and approve supply orders.
13.	<del>Approve overtime.</del>	Not a lead responsibility
14.	<del>Sign 634's.</del>	Not a lead responsibility.



15.	<del>Review completed work within the group for quality.</del>	Review completed work within the group for quality.
16.	<del>Prepare recommendations to plans, budget requests, procedural and policy changes within the work group.</del>	May prepare recommendations.
17.	<del>Sign probation or annual evaluations.</del>	Not a lead responsibility.
18.	<del>Sign off on employee self appraisal reports.</del>	Not a lead responsibility.
19.	<del>Authorize training course attendance.</del>	May provide input to who would benefit from attending a training class.
20.	<del>Make a hiring commitment to hire someone to fill a vacancy within the work group.</del>	May participate in the hiring interview with a supervisor and may make a recommendation to hire.
21.	<del>Make promotional commitments.</del>	Provide input regarding employee's performance. No authority for an independent decision.
22.	<del>Sign summary of corrective discussion memo.</del>	Not a lead responsibility.
23.	<del>Sign recommendations for adverse actions.</del>	Not a lead responsibility.
24.	<del>Grant requests for leave of absence up to 10 days.</del>	May provide input to supervisor. No authority for an independent decision.
25.	<del>Approve alternate work schedules.</del>	May provide input to supervisor. No authority for an independent decision.
26.	<del>Move employees from shift to shift.</del>	May provide input to supervisor. No authority for an independent decision.
27.	<del>Sign travel expense claims.</del>	Not a lead responsibility.
28.	<del>Schedule overtime.</del>	Not a lead responsibility.
29.	<del>Order travel.</del>	May assist supervisor with travel agenda.
30.	<del>Set work hours.</del>	Not a lead responsibility.
31.	<del>Justify, request and approve equipment orders.</del>	May be asked to justify purchasing equipment. Cannot sign purchase orders.

## **ARTICLE 15 – TRANSFER**

### **15.1 Appeal of Involuntary Transfer**

- A. The State shall make reasonable efforts to avoid involuntary transfers. 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.
- C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.
- D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the Department of Personnel Administration, State Restriction of Appointments (SROA) definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA Process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.
- F. When a department has two or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence consideration shall be given for the affected employee's seniority in accordance with Government Code section 19994.2.

### **15.2 Intentionally Excluded**

### **15.3 Hardship Transfer**

The State and the Union recognize the importance of hardship transfers as a way of dealing with Work and Family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

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

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable Department of Personnel Administration laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

## **ARTICLE 16 – LAYOFF**

### **16.1 Layoff and Reemployment**

- A. **Application.** Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may lay off employees pursuant to this section.
- B. **Order of Layoff.** Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.
- C. **Notice.** Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union 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. **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 procedure.
- E. **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.
- F. **Reemployment.** In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.

- G. **State Service Credit for Layoff Purposes.** In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) 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 (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code section 19997.6.
- H. **Departmental Vacancies.** Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.
- I. 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).

**16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to lay off employees, the State and the Union 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.

**16.3 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 a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

**16.4 Military Installations**

The State agrees to notify the Union at such time as the State becomes aware of Federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

**16.5 Layoff Employee Assistance Program**

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

**ARTICLE 17 – RETIREMENT**

**17.1 First Tier Retirement Formula (2% @ 55)**

- A. The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.
- B. The table below lists the current First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
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AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- C. There are factors for attained quarter ages, such as 52 <sup>3</sup>/<sub>4</sub>. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.
- D. The amount of member contributions required of employees covered under these factors continues to be five percent (5%) of monthly compensation in excess of \$513.
- E. Miscellaneous and Industrial Members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of \$513 for retirement. Miscellaneous and Industrial Members in the First Tier retirement or the ARP not subject to social security shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.
- F. New employees hired on or after January 1, 2007, will, after completion of participation in the ARP, be subject to the 2% at 55-retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2% at 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
- G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after January 1, 2007, inclusive of those in the ARP.

## 17.2 Second-Tier Retirement Plan

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

**17.3 Intentionally Excluded**

**17.4 State Safety Retirement**

- A. The Union and the State agree to participate in the State Safety Retirement formula as prescribed by law.
- B. The table below lists the current State Safety age/benefit factors.

<b>AGE AT RETIREMENT</b>	<b>CURRENT FACTORS</b>
50	1.700
51	1.800
52	1.900
53	2.000
54	2.225
55 and over	2.500

- C. There are factors for attained quarter ages, such as 52 ¾. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.
- D. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.
- E. State Safety Members shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.
- F. New employees hired on or after January 1, 2007, will, be subject to the 2.5% @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2.5% @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
- G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State Safety Members hired on or after January 1, 2007.

**17.5 and 17.6 Intentionally Excluded**

**17.7 Enhanced Industrial Retirement**

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

**17.8 Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

**17.9 Intentionally Excluded**

**17.10 1959 Survivor's Benefits - Fifth Level**

- A. Employees who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's 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. Pursuant to Government Code section 21581(c) the contribution for employees covered under this new level of benefits will be \$2 per month as long as the combined employee and employer cost for this program is \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board.
- C. The survivor's benefits are detailed in the following schedule:
  - 1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse ..... \$1,800.
  - 2. A spouse with one eligible child, or two eligible children not in the care of the spouse ..... \$1,500.
  - 3. One 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 60 ..... \$750.

**ARTICLE 18 – PERMANENT INTERMITTENTS**

**18.1 Permanent Intermittents**

- A. Except as otherwise provided in this agreement (e.g. Bargaining Unit 3, Article 23, Article 24, etc), 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 1,500 hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible permanent intermittent employees within the classification.

- C. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- D. Each department shall endeavor to provide a permanent intermittent employee with seven (7) calendar days but in no case less than seventy-two (72) hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- E. 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.
- F. A permanent intermittent employee will become eligible for leave credits in the following manner:
  - 1. **Sick Leave** - A permanent intermittent employee who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
    - a. Sick leave may be requested and taken in fifteen (15) minute increments.
    - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
    - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, section 8 2, Sick Leave.



2. **Vacation Leave** - A permanent intermittent employee will be eligible for vacation leave credit with pay 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 accordance with the schedule in Article 8, section 8.1A, 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. By mutual agreement, 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.
  - e. A permanent intermittent employee will be subject to the provisions of section 8.1, Vacation Annual/Leave.
3. **Annual Leave** - A permanent intermittent employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of one hundred-sixty (160) hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for annual leave credit with pay in accordance with the schedule in subsection 8.1 C, 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 annual leave credits; or
  - b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
  - c. Allow the permanent intermittent employee to retain his/her annual leave credits; or
  - d. Effect a combination of a, b, or c above.
  - e. A permanent intermittent employee will be subject to the provisions of Article 8.1, Vacation/Annual Leave.

**4. Holidays**

- a. A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a permanent intermittent employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of section 19.2, B apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

\*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a permanent intermittent (PI) employee in Work Week Group 2 is required to work on an observed holiday, and the employee works one hundred-fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with subsection 7.G.
5. **Bereavement Leave** – A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, section 8.3, 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. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
6. **Jury Duty** – A permanent intermittent employee shall only be granted jury duty leave in accordance with section 8.14 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. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

- 7. **State Disability Insurance (SDI)** – Permanent intermittent employees shall be covered under the State Disability Insurance (SDI) benefit in accordance with section 9.17 of this Contract.
- 8. **Mentoring Leave** – A permanent intermittent employee shall be eligible for Mentoring Leave in accordance with Article 8, section 8.17, Mentoring Leave.
- G. Monthly paid permanent intermittent employees shall be paid by the 15<sup>th</sup> of each month.
- H. **Dental Benefits** – A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred-eighty (480) paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred-eighty (480) paid hours in a control period or nine hundred-sixty (960) paid hours in two consecutive control periods. For the 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 dental benefit plan within sixty (60) days from the end of the qualifying control period.
- I. **Health Benefits** – A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred-eighty (480) paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred-eighty (480) paid hours in a control period or nine hundred-sixty (960) paid hours in two consecutive control periods. For the 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 sixty (60) days from the end of the qualifying control period.
- J. **Vision Service Plan** – A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred-eighty (480) paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred-eighty (480) paid hours in a control period or nine hundred-sixty (960) paid hours in two consecutive control periods. For the 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 the vision service plan within sixty (60) days from the end of the qualifying control period.
- K. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).
- L. **Flex Elect Program** – Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees 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 four hundred-eighty (480) paid hours within the six-month control period of January 1 through June 30 of the plan year in which they are enrolled.

- M. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the permanent intermittent schedule and record of permanent intermittent hours worked per week on an ongoing and weekly basis.
- N. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- O. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

### **18.2 EDD P.I. Conversion and Ratio**

The ratio over a fiscal year of Employment Program Representatives (EPR)/Disability Insurance Program Representative (DIPR) permanent intermittent employees to permanent full-time employees within the Employment Development Department shall be as follows:

- A. No more than twenty percent (20%) of EPRs in the Job Service Field Division will be Permanent Intermittent.
- B. No more than fifteen percent (15%) of DIPRs in the DI Branch will be Permanent Intermittent.
- C. No more than ten percent (10%) of EPRs in the Unemployment Insurance Division Adjudication Center, including the Special Claims Office, will be Permanent Intermittent.
- D. No more than thirty-five percent (35%) of the EPRs in the Unemployment Insurance Claims Processing Division, which includes the UI Call Centers and Authorization Centers, will be Permanent Intermittent

In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

### **19.1 Hours of Work**

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need; or
  2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Work Week Group policy for FLSA - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

## 19.2 Overtime

- A. Overtime is earned at the rate of one and one-half times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:
  1. Ordered overtime of at least fifteen (15) minutes at any one time;
  2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the Department of Industrial Relations determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.
- C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee.
- E. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.
- F. CTO for employees shall be earned on a time and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- G. Employees may accrue up to 240 hours of CTO. All hours in excess of 240 CTO hours shall be compensated in cash.
- H. Normally, an employee who has an accumulation of 240 hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- I. Notwithstanding any other Contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.
  1. All time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the Fair Labor Standards Act (FLSA). For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

2. Notwithstanding the above, FLSA covered employees traveling on State business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on State business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.
3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on State business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in 1 2 above.

### **19.3 Rest Periods**

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may they be used to "make-up" time.

### **19.4 Meal Periods**

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.
- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

### **19.5 Set Up/Shut Down Time**

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

## **19.6 and 19.7 Intentionally Excluded**

### **19.8 Flexible Work Hours**

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000, Headquarters, Sacramento, California 95814. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.
- C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

### **19.9 Exchange of Time Off - Multi-Shift Operations**

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
  - 1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
  - 2. The supervisor(s) approve the exchange; and
  - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for 180 calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same workweek.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working double shifts.



- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration procedure of this Contract.

### **19.10 Work In Multiple Time Zones**

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

### **19.11 Call Back Time**

- A. An employee 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 that 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 scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

### **19.12 Standby Time**

- 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 and be fit and able to return to work, if required. 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 or designee may 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 eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off (CTO), which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.
- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

### **19.13 Overtime Assignments for Work Week Group 2 Employees**

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a departments' right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

## **ARTICLE 20 – POST AND BID**

### **20.1 EDD Post and Bid Agreement**

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full time positions in the Employment Development Department (EDD) will be based on the following:

**Effective Date:** The Post and Bid Agreement is effective upon date of ratification.

**Termination Date:** This agreement shall remain in effect until July 2, 2003, except as follows. Section 15 4 of the Unit 1 collective bargaining agreement approved by the Legislature and Governor through Senate bill 728, Stats. 2002 shall replace this agreement

within 60 days of when the judgment and writ mandate in Sacramento Superior Court Case No. 02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the Contract.

## 1. GENERAL PROVISIONS

- A. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the Career Opportunity Bulletin Board (COBB) using a ratio of 50% by post and bid and 50% by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all "Request for Position Action" documents. A system will be developed by HRSD to ensure fair application of the 50-50 ratio.
- B. The EDD reserves the right to exempt placements from this section where there are clearly articulated operational needs. Positions subject to State Restriction on Appointments (SROA) or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the Department's 50% and thus are not available for this post and bid process. The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category.

Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as:

Requests to maintain the unity and continuity of the employee's immediate family unit. Examples include but are not limited to: Marriage; Move to a new area to accompany a spouse or domestic partner who has changed the location of his or her employment; Documented need to provide care for a family member where a change of employee's residence is required; Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the hands of an abusive spouse, family member or other individual; or Employee's legal obligation requiring that he/she relocate to another area.

- C. Each employee is responsible for checking the posting of positions on the COBB.
  - D. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
- ## 2. ELIGIBILITY TO PARTICIPATE IN POST AND BID

- A. Employees must be currently employed by EDD, either in the EPR or DIPR classification and have permanent civil service status in the class.
- B. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.
- C. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.)
- D. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

- E. For the 12 calendar months preceding onset of the bid process an employee who has an adverse personnel action which relates to the employee's job performance will be precluded from participation in the bid process.

### 3. SENIORITY PROVISIONS

- A. For the post and bid process, seniority is defined as total months of State service. When two or more employees apply for a specific position and have equal State seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class seniority, then by lot.
- B. The EDD shall provide a combined seniority list of EPRs and DPRs every February 15<sup>th</sup>, (reflecting seniority information current as of January 1) and every August 15<sup>th</sup> (reflecting seniority information current as of July 1<sup>st</sup>). This information will be provided on a computer disk to SEIU Local 1000.
- C. EDD will distribute the seniority list defined above at each worksite employing EPRs and DPRs.
- D. The list above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.

### 4. POSTING PROCESS

- A. The EDD shall post vacancies on the COBB, consistent with current practice, for 10 calendar days. This posting shall state the following:
- The opening date and closing date and time to apply for the vacancy;
  - The location of the vacancy;
  - Description of the vacant position including the duties, responsibilities and requirements of the position.
  - The Single Point of Contact (HRSD) to whom the bid is to be sent; and
  - Whether the position is to be filled by post and bid or by other hiring methods.
- B. The EDD shall provide SEIU Local 1000 with a copy of the COBB posting at the same time they are distributed on the COBB.

### 5. BIDDING PROCESS

- A. For post and bid positions, the employee must submit his/her bid for a vacant position on a form provided by EDD.
- B. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one year from the date they were finally "awarded" a position.

### 6. POST AND BID SELECTION PROCESS

- A. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.

- B. The tentative "awarding" of the position will be announced on the COBB within 5 working days after the bidding process is closed. The notice will include the employee's name and seniority score.
- C. The protest period will be 3 working days from the date the tentative "award" is posted on the COBB. Employees selected under the terms of this section shall have 8 working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
- D. The final award will be announced on the COBB within 5 working days from the end of the protest period.
- E. The employee will be expected to report to his/her new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within 60 days of the date the employee accepted the award.
- F. Employees who bid on the position shall not be required to interview for the position.

**7. MISCELLANEOUS PROVISIONS**

- A. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job
- B. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for appointment to the position, EDD shall select an employee to fill the position through other hiring methods.
- C. The EDD shall retain the bids for a period of twelve months. During this period, the bids shall be available for inspection by the Union representatives, who may request a copy
- D. All awardees are entitled to a 30-day trial period, during which time employees can opt to return to their former position as defined in Government Code section 18522.

**20.2 Pilot Post and Bid**

This Pilot program expired with the 2003/05 MOU on June 30, 2005 and is no longer applicable. However, the parties agree to retain the provision as an instructional guide in meeting the terms of the September 15, 2005 Arbitration Settlement Agreement between the parties regarding grievances 04-01-0218, 04-04-0218, and 04-11-0026. Any disputes of the Settlement Agreement regarding implementation and/or completion shall be processed according to the process outlined in the Settlement Agreement.

In regard to Post and Bid, section 20.2, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

**Effective Date:** This pilot Post and Bid proposal takes effect ninety (90) calendar days following ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.

This section shall remain in effect for the term of the Contract except as follows: Section 15.3 of the Unit 1 collective bargaining agreement approved by the Legislature and Governor through Senate Bill 728, Stats. 2002, shall replace this agreement within 60 days of when the judgment and writ of mandate in Sacramento Superior Court Case No.

02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the Contract. Should the Court of Appeals only partially invalidate section 15.3 in Case No. 02CS00787, the Saving Clause in Article 5, section 5.4 shall be operative.

During the life of the pilot program, a Post and Bid Joint Labor/Management Committee shall be established. The Committee will be comprised of three (3) Union and three (3) management representatives. Union representatives shall be chosen by the Union and management representatives shall be chosen by management. The Committee will meet at least quarterly to review how the process is working and make recommendations to adjust the process but not the concept of this pilot post and bid program. Unless mutually agreed otherwise, this pilot program terminates with expiration of the Contract.

When a Department decides to fill a full-time permanent position, selection will be based on the following criteria, using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. This section shall apply to the following classifications and departments:

<b>Class Code</b>	<b>Classification</b>	<b>Department</b>
5284	Associate Budget Analyst	Department of Education
8690	Business Tax Representative	Board of Equalization
4177	Accountant I, Specialist	Department of Corrections and Rehabilitation
9485	Apprenticeship Consultant	Department of Industrial Relations
9210	Workers' Compensation Consultant	Department of Industrial Relations
4640	Environmental Planner	Department of Transportation
4101	Financial Institutions Examiner	Dept. of Financial Institutions
9513	Fair Employment & Housing Consultant I	Dept. of Fair Employment & Housing
9511	Fair Employment & Housing Consultant II	Dept. of Fair Employment & Housing
1360	Information Systems Technician	Franchise Tax Board
1353	Computer Operator	Franchise Tax Board
5278	Management Services Technician	All Departments, excluding EDD
4582	Accounting Analyst	State Controllers Office
5203	Retirement Program Specialist I	PERS
5373	Public Participation Specialist, DHS	Toxic Substance Control
8001	Health Facilities Evaluator I	Dept. of Health Services

<b>Class Code</b>	<b>Classification</b>	<b>Department</b>
7127	Business Enterprise Consultant I	Dept. of Rehabilitation
8662	Patient Benefit & Insurance Officer I	Veterans Affairs
1303	Personnel Specialist	All Departments, excluding EDD
4546	Accounting Officer	CA State Lottery
4177	Accountant I	CA State Lottery
4588	Associate Accounting Analyst	CA State Lottery
1787	Key Account Specialist, California State Lottery	CA State Lottery
9069	Marketing Specialist, Lottery	CA State Lottery
9067	Marketing Analyst I	CA State Lottery
9068	Marketing Analyst II	CA State Lottery
0684	Fruit & Vegetable Quality Control Inspector	Food & Agriculture

Staff Services Analyst and the Associate Governmental Program Analyst will be added upon completion of the class study. If the study is not done by June 30, 2004, the State and the Union shall meet to jointly pick classes to be added with an approximately equal number of employees. If other classes are chosen, the Staff Services Analyst and the Associate Governmental Analyst will not be added to Post and Bid.

The State may consider additional classes to be added by June 2004.

#### A. Eligibility to Bid

1. To be eligible to bid employees must already be employed by the department with the posted position and meet one of the following:
  - a. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or
  - b. Currently have permanent intermittent civil service status in the same civil service classification as the posted position and meet the eligibility criteria for a time base change under State Personnel Board Rule 277.
2. Employees who are on probation or on an official Training and Development assignment are not eligible to bid.
3. Employees must meet the qualifications stated on the bid notice and possess the physical abilities to perform the essential functions of the posted position.
4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

- 5 For the twelve (12) calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.
6. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.
- 7 An employee who declines the offered position pursuant to this section is precluded from bidding on any position for a period of three (3) months from the date the position was declined.

#### B. Exclusions

1. **Mandatory Placement:** This article shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, State Restrictions of Appointments/Surplus lists, proper placement such as but not limited to, reasonable accommodations, ADA, workers compensation, limited duty, Family Medical Leave Act, hardship transfer.
2. This article does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).
3. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.
4. The above exclusions do not count as part of the 50%/50% ratio.

#### C. Bid Notice Posting

Bid notices shall be posted for a period of no less than ten (10) calendar days where job announcements are normally posted, (e.g., VPOS, intranet, department internet sites, personnel offices, bulletin boards, etc.)

#### D. Bid notices shall at a minimum include:

1. The classification of the posted position;
2. Department, section and geographic location;
3. A statement of duties outlining:
  - a. The duties of the position;
  - b. Required technical and professional skills and abilities;
  - c. Any educational or certificate requirements;
  - d. The physical abilities required to perform the essential functions of the posted position; and



- e. Any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances.
4. The final date by which bids must be received;
5. Locations where bid forms may be acquired;
6. The personnel office or designated location to which the bids are to be submitted;
7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;
8. The window period in which an employee needs to be available for contact; and
9. Any differentials that may apply to the position or a statement that no differentials exist.

**E. Bid Submittal**

Eligible employees may bid for posted positions by submitting a completed bid form provided by the department. Bid forms must be received on or before the date specified in the posted bid notice.

**F. Seniority**

1. For purposes of this section "seniority" is defined as total months of State service as used for Vacation/Annual Leave accrual purposes. When two or more employees apply for a specific position and have equal State service seniority, the tie shall be broken as follows: total months of State service within the Department of the posted position, then by lot.
2. Seniority will be based on the employee's seniority as of the beginning of December 2002 pay period. A new seniority list shall be calculated each December thereafter.
3. The seniority list shall be made available upon request to all employees.
4. Any challenge to an employee's seniority score must be filed within thirty (30) calendar days of the list becoming available.
5. The seniority list, as modified by any successful challenge, shall be the sole determinant of seniority for Post and Bid selections until a new list is developed.

**G. Selection**

1. All bidders must satisfy the Eligibility to Bid criteria in subsection A.
2. Selection will be based on the departmental geographic area (geographic region, institution, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position.
3. If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.

4. The individual selected under the terms of this article shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the timeframe allowed shall be considered a rejection of the offer by the employee.
  5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within 30 calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.
- H. Bidding employees who accept appointments waive any and all rights to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses in whole or in part at management's discretion.
- I. The department will notify all bidders of the bid award in writing, including name, seniority score and pool of the winning bidder within five (5) days of awarding the bid
- J. 30 Day Trial Period
- Within 30 days of appointment:
1. All successful bidders have the right to a "no-fault" return to their former position (as defined in Government Code section 18522).
  2. Management reserves the right to return a successful bidder to their former position (as defined in Government Code section 18522) for verifiable reasons. Such return shall be "no-fault" and the position shall be re-bid. The employee's right to bid shall be restored.
- K. Dispute Resolution
- Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) workdays after receipt of the notification provided under section I, above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department. The selected bidder's appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) workdays to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/department that has the position and two (2) persons appointed by the Union respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.
- L. Each appointing authority shall maintain sufficient data to track and verify compliance with this provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

## **ARTICLE 21 - MISCELLANEOUS**

### **21.1 Telecommute/Telework Program**

- A. Telework is defined as performing work one or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Upon written request, no more than once each fiscal year, representatives of the Department of Personnel Administration will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of State compensation for this meeting.

### **21.2 Electronic Monitoring**

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

## **21.3 Class A and Class B Commercial Driver's License**

### **A. Training**

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

### **B. Medical Examinations**

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
  - b. A second medical examination is authorized and conducted; and
  - c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee

### **C. Fee Reimbursements**

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
  - a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
  - b. The employee has a valid, current medical certification acceptable to DMV;
  - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
  3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
  4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.
- D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination
1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
    - a. The examination is scheduled during the employee's scheduled work hours; and
    - b. The examination does not interfere with the operational needs of the department.
  2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
  3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

## **21.4 Call Centers**

### **A. DEFINITION OF A CALL CENTER:**

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

### **B. TRAINING** Training is essential to the creation and maintenance of an effective Call Center.

1. Training programs for new employees shall be pre-defined programs of classroom and on the job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.

Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

Upon request, upward mobility training and information shall be provided to all call center employees.

Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

- C. **ERGONOMICS:** An ergonomically sound environment is essential to the health and welfare of all call center employees.
1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.
  2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
  3. Upon the Union's request, Departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
  4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.
  5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.
  6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".

D. **HEADSETS:**

Call Centers shall accommodate reasonable requests for an employee's choice of headsets.

**E. CALL MONITORING:**

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
2. Pursuant to the entire agreement clause, a Department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored

**F OTHER**

1. Appropriate call center technology should be applied.
2. 19.3B of the SEIU Local 1000 Master Contract shall be applied to all call center employees.
3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union 180 days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees
4. The State shall train all Call Center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.
5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.

**21.5 Work Space Allocation**

**A. UNION PARTICIPATION MATRIX**

The Union Participation Matrix is to be utilized by the Departments in the design of newly constructed, leased, remodeled and/or renovated office space.

The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development.

The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

**Union Participation Matrix**

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, break rooms)	Micro Layout and Space Plan
Union	E	E	A B C D	E	A B C D
Steering Committee	B	B	B	B	E
Solution Teams	E	A B F	A B	A B	A B C D

**Levels of Participation**

- A – Input establish criteria
- B – Review and influence solutions
- C – Develop solutions
- D – Review and decide
- E – Informed
- F – Choice (palette of options)

**B. STATE SPACE ALLOWANCES STANDARDS**

State Administrative Manual (SAM) section 1321.14 (Revised 1/23/02)

The RESD is responsible for developing and implementing planning and design standards and determining space needs for State owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

Once an agency's design standards and space allocations have been developed and approved by RESD, any modifications must be reviewed and approved by RESD.

State Space Allowances Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300				
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/Division Chief, Branch/Office Chief, Board Member	200				



Managers	Bureau Chief, Deputy or Assistant Chief, Section Head	150				
*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors.		110		96	
Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer			100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Clerical Supervisors*	Clerical Supervisor		75		64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk		75	60	64	40

\*THE NEED FOR PERIODIC PRIVACY AND CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

\*\* Definition of Terms

CF Conventional Furniture: Freestanding furniture used to make up a workstation, whether in traditional or open office design.

MSF Modular Systems Furniture: System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.

Private One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.

Open Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture

Group Hardwall constructed office or MSF workstation with two or more persons sharing the working area. Used with compatible work functions.

Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

\*\*\* Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

### C. ALTERNATIVE OFFICE STRATEGIES

State Administrative Manual (SAM) section 1321.15 (Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

Universal Plan - Standardized design of workstation area that allows departments to move people rather than furniture.

Team Space - Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.

Shared Workspace - Two or more employees sharing a single, assigned workspace either during the workday or on different shifts or schedules.

Teleworking - Employees work at home, field offices or designated Teleworking Centers 1 to 5 days a week on either a formal or informal schedule.

Satellite Office - A full service office location used by full-time employees living nearby.

Free Address - Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.

Hoteling - Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

### 21.6 Hearst Castle Night Tours

- A. Guides in all categories will be required to work up to a maximum of 12 evening tour shifts per fiscal year.
  1. Guides will be assigned evening tour shifts based on the current scheduling procedures.
- B. A volunteer pool will be established and used as follows:
  1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum 12 evening tour shifts.
  2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.

- C. If the evening tour shifts cannot be covered by A. and B above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.
- D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1500 hours.
- E. Guides working an evening tour will not be scheduled for their next shift within 10 hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and guide.
- F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.
- G. Should the Department determine that the above does not meet the needs of the Department, the Department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.

### **21.7 Organizational Development**

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

### **21.8 EDD One-Stops**

The EDD and the DPA shall include these provisions in all MOUs entered into with local One-Stop partners:

1. The local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Ralph C. Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with section 3512).
2. State employees who are located at One-Stop Centers shall remain under the supervision of their employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
3. If work-related issues arise at One-Stop Centers between-State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (DPA) of the Grievance and Arbitration article of this Contract.

### **21.9 Business Cards**

- A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.
- B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon their separation from the State or upon their transfer to another appointing power.

### **21.10 Incompatible Activities**

A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee.

Each department shall determine, subject to approval of the DPA, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.
- C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.
- E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with the DPA guidelines (Reference Code 85-05).
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee.

When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power.

An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a Committee composed of two representatives of the appointing power and two representatives of the Union. The Committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

## **ARTICLE 22 AND ARTICLE 23 INTENTIONALLY EXCLUDED**

## **ARTICLE 24 – ENTIRE AGREEMENT AND DURATION**

### **24.1 Entire Agreement**

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

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

The parties recognize that 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 the Union 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 when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.

3. Where the Union requests to negotiate with the State.

An 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 Department of Personnel Administration will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B. above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

## **24.2 Duration**

- A. The terms of this Contract shall be July 1, 2005 to June 30, 2008.
- B. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

## **SIDE LETTERS**

### **Side Letter 1 – Golden Handshake**

If the Golden Handshake provisions are offered during the term of this Contract and the Department of Education or any of its Special Schools or Diagnostic Centers participate, the Department will consider offering it to Unit 1 employees in the Department of Education.

### **Side Letter 2 – Streamlining the State Safety Retirement Process**

- A. The Union agrees to the State Safety Retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in Unit 1 that potentially meet requirements for Safety Retirement and to place all positions meeting Safety Retirement criteria into the safety retirement category following establishment by the State Personnel Board of the appropriate parenthetical safety classes.

### **Side Letter 3 – Domestic Partner**

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's Office in accordance with Family Code section 297.

### **Side Letter 4 – Joint Labor Management IT Training Committee, Signed April 24, 2001**

The Information Technology Training Committee will consist of six (6) members, three management members selected by DPA and three Union members selected by the Union. The purpose of the Committee is to review training programs for Information Technology classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The Committee will research all available sources for Information Technology training, review the program for appropriate usage and make recommendations to State departments for their use.

The Committee will meet every two months for one year, upon adoption of the revised MQs of all Information Technology classifications. Members of the Committee will be granted State release time for all Committee meetings. The Committee will discuss the option to extend the Committee by mutual agreement.

### **Side Letter 5 – Information Technology Reclassification Proposal**

On or about January 17, 2001, the DPA suspended negotiations with the Union on DPA's Information Technology Reclassification Proposal with the intent to modify the proposal and resubmit it to the Union at a later time. At such time as DPA does resubmit the Proposal, negotiations between the parties will continue under the provisions of the Article 14.1 Pilot Project as stated in the 1999 – 2001 MOU.

**Side Letter 6 – Employment Development Department (EDD) Tax Tools October 19, 2000**

The EDD FACD Audit Program STA Tools Package agreement of October 19, 2000 shall remain in effect.

**Side Letter 7 – Employment Development Department (EDD) Quality Assurance Review (QAR)**

The EDD Quality Assurance Review (QAR) agreement of February 28, 2001 shall remain in effect.

**Side Letter 8 – Extended Travel, Department of Insurance**

The Union and the Department of Insurance agree that, as an incentive for Unit 1 employees required to travel for extended periods, the State shall pay short-term per diem for long-term travel.

**Side Letter 9 – Board of Equalization – Office Moves, March 8, 2000**

The Agreement between the Board of Equalization and the Union dated March 8, 2000, regarding Southern California office relocations of the Investigations Division remains in full force and effect.

**Side Letter 10 – State Fund Moves To the Glendale Office, effective date March 1, 2000:**

The Agreement between State Fund and the Union with the effective date of March 1, 2000, regarding the office relocations to the Glendale office remains in full force and effect.

From Costa Mesa to Santa Ana, dated 11/15/00:

The agreement between State Fund and the Union dated November 15, 2000, regarding the office relocation of the Costa Mesa office to the Santa Ana office remains in full force and effect.

**Side Letter 11 – The Public Employees' Retirement System (CalPERS) Telework Program Agreement Dated February 2, 2000**

The Public Employees' Retirement System (CalPERS) Telework Program agreement dated February 2, 2000 shall remain in effect.

**Side Letter 12 – California Environmental Protection Agency (CalEPA) Agreement dated October 2000**

The October 2000 agreement between the State and the Union regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

**Side Letter 13 – Move of SCIF Employees to Cerritos, 8/20/02**

The Agreement between SCIF and the Union dated 8/20/02 regarding the move of employees to Cerritos remains in full force and effect.



**Side Letter 14 – Joint Labor Management Committee DI Workload Claims Processing: EDD Claims Processing Unit, EDD DI Workload Distribution**

A Joint Labor/Management Committee (Committee) on Disability Insurance Branch (DIB) workload in the (DIB) and its claims processing units will meet to discuss issues relating to the work process and improvements that may be feasible in the distribution of Disability Insurance workload.

The Committee shall begin meeting within 120 days after ratification of this Contract. The Committee by mutual agreement shall determine its meeting schedule, agenda, and need for subcommittees.

The Committee will consist of an equal number of Union and State representatives. The State agrees that the Union representatives will serve and participate on the Committee without loss of compensation.

**Side Letter 15 – Bridging Program**

The California Department of Corrections and Rehabilitation (CDCR) agrees to abide by the Bridging Agreement of August 2004. Should the Union request, the State further agrees to meet and discuss suggested changes to the Agreement. If the State desires to make changes or reopen the Agreement, the State will notice and meet and confer with the Union pursuant to the provisions of the Entire Agreement clause, section 21.1 of the Contract.

**AGREEMENT BETWEEN**

**SEIU Local 1000**

**AND**

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

This agreement represents the full and complete understanding reached by the parties at the conclusion of the impact negotiations on the implementation of the Bridging Education Program (BEP). This agreement is an addendum to the respective master agreements for Bargaining Units 1 and 3 between the State of California and SEIU Local 1000.

The parties agree to the following provisions:

1. All Institution Artist/Facilitators (IAFs)/Teachers participating in the BEP shall be subject to and protected by the provisions of the Bargaining Units 1 and 3 Collective Agreements respectively.
2. It is acknowledged by both parties that this new unique program is in its infancy and program goals, expectations, and objectives, may be subject to modification as this program is implemented. Consequently, IAF/Teachers shall not be held responsible for work-related factors that occur that are beyond their control.  
Teachers shall be allowed professional discretion in accordance with Article 21.9.3 (Professional Responsibility) of the BU 3 Labor Agreement.
3. All newly-assigned/hired IAF/Teachers shall be provided on-the-job training.

4. IAF/Teachers will not be assigned inmates until their initial housing review and day for day eligibility has been completed. CDCR shall continue to utilize existing behavioral, disciplinary, and health and safety protocols. IAF/Teachers will be provided access to inmate's files upon request.
5. Equipment and supplies shall be provided in accordance with the BU 3 and 1 Labor Agreements respectively. In addition to the above, each IAF/Teacher shall be provided the following:
  - a. RC Program
    - i. Position by Location Code Report (for initial program assignment until existing system is modified);
    - ii. Daily Movement Sheets (provided daily);
    - iii. The State shall determine what special items of or tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State;
    - iv. It is the intent of the State to have instructional packets ready for distribution to inmates. However, on rare occasions an IAF/Teacher may have to produce additional packets, requiring access to office space, computers, copiers, and any other equipment and supplies needed to perform their assigned functions. IAF/Teachers recognize it may be necessary for them to adjust/modify the Instructional Packets to meet specific inmate educational needs.
  - b. General Populations Units
    - i. Daily Movements Sheets (provided daily);
    - ii. The State shall determine what special items or tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State;
    - iii. It is the intent of the State to have instructional packets ready for distribution to inmates. However, on rare occasions an IAF/Teacher may have to produce additional packets requiring access to office space, computers, copiers, and any other equipment and supplies needed to perform their assigned functions. IAF/Teachers recognize it may be necessary for them to adjust/modify the Instructional Packets to meet specific inmate educational needs.
6. Safety equipment shall be provided in accordance with the respective BU Agreements. CDCR shall ensure that emergency response plans are updated as necessary. Employees may request additional safety equipment if they feel it may add to their overall safety. The rationale of the denials of such request shall be provided to the IAF/Teacher in writing
7. Upon request, the State shall provide the Union with a copy of relevant Operational Procedures that are available for public distribution and allow IAF/Teachers to access all non-public relevant Operational Procedures.
8. IAF/Teachers will be provided access to staff lavatories in the same manner as provided to other non-custody staff.
9. Mass TABE testing at Reception Centers shall be administered by designated non-bridging Teachers. On the occasion a bridging teacher is required to conduct a TABE test, their workload will be modified to reflect the time spent on testing.
10. IAF/Teachers will continue to perform custodial duties as provided for in their respective classification specifications.
  - a. Academic Teacher (various specialties) (Correctional Facility)
  - b. 5658 Institution Artist Facilitator (the 2/28/89 specification will be utilized until the final classification specification is approved by the State Personnel Board.)
  - c. 7581 Reentry Program Instructor.

11. When, by necessity, IAFs are to provide instruction in areas outside their established program space, IAFs shall, upon request, be provided access to carts and/or shall be provided with storage space, where feasible, in the areas where instruction is to take place.
12. Flexible work hours for IAFs will be administered in accordance with Article 19.6 of the BU Collective Bargaining Agreement.
13. The AIC Bridging Program may include the provisions of Leisure-Time instructional fine arts program for off-duty inmates if time and resources are available as approved by the Warden. Current AIC Leisure-Time programs will not be unnecessarily suspended and shall continue as operationally feasible and in as much as it does not interfere with or impede the delivery of the AIC Bridging Program.
14. Established AIC studio program space shall be retained as much as possible for the AIC Bridging Program. In situations where the Program must be relocated, comparable space suitable for group fine arts instruction as determined by the Warden, SCEP, IAF, and Education Inmate Program Unit (EIPU), shall be provided. It is recognized that the ultimate decision on location of the AIC program space resides with management.

Institutions are encouraged to assign inmates to AIC Bridging who are housed in areas accessible to established AIC studio space.

The IAF will be responsible to ensure a minimum of 30 minutes of face-to-face contact per week with each of his/her assigned inmates. For in-studio/alternate site group instruction, minimum contact will consist of a morning and/or afternoon session (i.e., two to three hours).

The IAFs shall have the option to design programs, with the approval of the Supervisor of Correctional Education Programs (SCEP), which meet inmate Contract requirements in either group and/or individual consultation settings.

15. The expectation for a full-time experienced BEP IAF/Teacher, providing instruction under this program, is to have and maintain a 54-1 student to teacher ratio.
16. The CDCR shall inform the Union of the institutions that have not found non-cell-front delivery sites. The parties shall immediately begin the meet-and-confer process by individually meeting at each of these institutions one at a time, and shall make every reasonable effort to select/develop/utilize non-cell-front delivery sites. The Union shall determine the order of institutions to be discussed.

Appropriate non-cell-front delivery sites at General Population institutions and Reception Centers include traditional classrooms/studio spaces. Where traditional classrooms/studio spaces are not available, the parties will attempt to identify and utilize appropriately secure and quiet non-cell-front delivery sites such as vacant classroom space, dining halls, dayrooms, vacant offices and chapels where participating students are isolated from those not currently engaged in BEP instruction. Institutions that have already found appropriate non-cell-front delivery sites shall continue to deliver the BEP at those non-cell-front delivery sites.

Delivery options shall endeavor to meet the following requirements:

- Delivery of instructional services can incorporate traditional and non-traditional methods to maximize staff instructional time and institutional resources.
- Be cost neutral, the parties recognizing the implementation of any new program may incur new costs.
- Be operationally feasible, and fit within the security operations of the Institution.
- Delivery of AIC Bridging Program instruction shall occur primarily in studio spaces appropriate to the art form presented.

Participants in the meet and confer process shall be State and SEIU Local 1000 members. The Union shall appoint five (5) representatives to participate in the meet and confer

process. The Union may have local representatives where they determine it is necessary. If selected, these "local representatives" shall be part of the five (5) Union appointed representatives. Union representatives shall be provided State release time to attend, and reasonable State release time to prepare for, and travel to these meetings. The above provision must be completed within the time frame in number 18 of this Agreement. This time frame may be extended upon mutual agreement of the parties.

The provisions of this proposal shall apply only to the BEP and shall not be extended to any other CDCR Education program.

17. General Population institutions are encouraged to assign inmates in a manner that maximizes the effective use of instructional time and personnel resources, and reduces the number of assignment locations for each BEP IAF/Teacher.
18. The Department of Corrections and Rehabilitation and SEIU Local 1000 agree to establish a statewide Labor Management Committee to review issues that may arise during the implementation process of the Bridging Education Program (BEP). The Committee shall meet and confer over changes to the program that arise through the implementation process which impact the working conditions of the IAF/Teachers. The Union shall provide five (5) representatives of their choice to attend the meetings. State release time shall be provided to the representatives selected to participate in this committee. Either party may request to meet any time after the effective date of this agreement to resolve identified issues. Once established, the Committee shall meet quarterly. Additional meetings may be scheduled upon mutual agreement. The Committee will remain in effect for one year from the date of the signing of the final agreement. CDCR shall provide the Union, upon request, with copies of updates, program reports, and reviews it provides to the legislature on the BEP.
19. The State and the Union agree to establish a Pilot Project regarding the assignment of eligible inmates to BEP IAF/Teachers (Instructors). The parties shall jointly select a Reception Center for the Pilot Project within 30 days from the effective date of implementation of this Proposal. Criteria for the selection of a Reception Center are that it be fully staffed with an existing program that is running well. The purpose of the Pilot Project is to develop procedures for the assignment of inmates.

Pilot Project criteria is as follows:

- Assigns inmates to Instructors based on the inmate's initial housing location as it relates to the assigned Instructor's program location. For purposes of this Pilot, the initial Instructor's assignment location shall remain in effect, operational needs permitting, during the course of the Pilot Project unless changed during the reassessment process as defined below.
- Caseload assignments shall be reassessed every two (2) months to insure that the assignments meet the purpose of the Pilot Project. The Union shall appoint two (2) representatives to participate in the reassessment process. Union representatives shall be provided State release time to attend, and reasonable State release time to prepare for and travel to these meetings. The State shall provide all data and data assessment parameters collected through the reassessments to the Union at the time of the reassessment.
- Within sixty (60) days after six (6) months from the date the Pilot Project commences, the State shall provide the Union with a Report containing information about the effectiveness of the Pilot Project. The State and the Union shall meet and confer within thirty (30) days after the Report's completion to determine the effectiveness of the Pilot Project and whether the Pilot Project principles shall be implemented statewide in Reception Centers and General Population institutions. The State and the Union agree the Pilot Project may continue through the assessment meet-and-confer process with the mutual agreement of both parties.

- The Union shall appoint five (5) representatives to participate in the meet-and-confer process. Union representatives shall be provided State release time to attend, and reasonable State release time to prepare for and travel to these meetings.

## **Side Letter 16 – DSS Electronic Processing**

### **MEET and CONFER AGREEMENT**

#### **SEIU Local 1000/CDSS (DAPD) re. Implementation of Electronic Processing**

As a result of the meet and confer meetings regarding the impact of electronic processing of the disability claims, SEIU Local 1000 and the Department of Social Services, Disability and Adult Programs Division agree to the following:

1. **WORKLOAD** – Upon signed agreement, the Disability and Adult Programs Division will cap average case assignment, as currently defined, at no more than 13 cases per week per full time Disability Evaluation Analyst through September 30, 2006. This cap shall be prorated for less than full time employees. If the Disability and Adult Programs Division is required to increase the cap, a notice must be sent to the Union which demonstrates the need for the change.

The parties agree to meet to discuss the 13 case cap for the period beyond September 30, 2006.

2. **Personnel Evaluation** - The Disability and Adult Programs Division will provide a copy of a duty statement for all Unit 1 and Unit 4 employees who are involved in the eDib processing of disability claims within 30 days of a signed agreement.

The Disability and Adult Programs Division will provide the names of its Unit 1 and Unit 4 employees involved in the eDIB processing of disability claims. The

Department of Social Services policy is that Individual Development Plans/Performance Appraisal Summaries are issued during the birth month of the employee who is not on probationary status. The Division is not precluded from issuing an Individual Development Plan and/or Performance Appraisal Summary at any other time deemed appropriate by the Division.

The Disability and Adult Programs Division will provide the Union with a list of the training modules available to its Units 1 and 4 employees who are involved in eDIB processing of disability claims within 30 days of a signed agreement. If available, a hard copy of the material will be provided.

3. The Union and the Disability and Adult Program Division will meet quarterly for the next 12 months to discuss the status of eDIB processing. The areas to be discussed will be the following:

- a. Case Distribution
- b. Training
- c. Case Processing
- d. Case Backlog
- e. System Availability (down time)

Thirty days prior to the meeting, the Union will provide a detailed agenda to allow both sides to prepare for a productive discussion.

4. The Disability and Adult Programs Division agrees to evaluate the work processes of the Program Technicians who are involved with the eDIB processing of disability claims. Upon a signed agreement, the evaluation will be conducted over the following 12 months. The division will provide the Union a copy of the summary report produced as a result of that evaluation. Within 30 days of the Union's receipt, the Union may request to meet to discuss the report.

## **ADDENDUM I**

### **Time off for Victims of Domestic Violence**

**State of California**

#### **MEMORANDUM**

**DATE:** June 20, 2001

**TO:** PERSONNEL MANAGEMENT LIAISONS

**REFERENCE CODE:** 2001-025

#### **THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:**

Employee Relations Officers  
Personnel Officers

**FROM:** Department of Personnel Administration  
Policy Development Office

**SUBJECT:** Time Off for Victims of Domestic Violence

**CONTACT:** Charlotte Gehringer, Personnel Management Analyst  
(916)323-6938  
FAX: (916) 324-9393  
Email. CharlotteGehringer@dpa.ca.gov

The purpose of this memo is to notify departments of an addition to existing law regarding time off for an employee who is a victim of domestic violence.

Effective January 1, 2001, Assembly Bill 2357 added Section 230.1 to the Labor Code to specify that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law.

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June 20, 2001  
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The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this Section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this Section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This Section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act of 1993.

The provisions of this bill apply to the State as an employer and to State employees. The entitlement of any employee under this law shall not be diminished by a collective bargaining agreement.

If you have any questions, please contact Charlotte Gehringer at (916) 323-6938.

Bob Painter, Chief  
Policy Development Office



# SALARY SCHEDULE

## Class Title

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
ACCOUNTANT I (SPECIALIST)	JL32	4177	A	\$2,776.00	\$3,373.00	2
ACCOUNTANT TRAINEE	JL35	4179	A	\$3,133.00	\$3,628.00	2
ACCOUNTING ADMINISTRATOR I (SPECIALIST)	JL16	4552		\$4,674.00	\$5,681.00	2
ACCOUNTING ANALYST	JM12	4582	A	\$3,004.00	\$3,312.00	2
ACCOUNTING ANALYST	JM12	4582	B	\$3,099.00	\$3,586.00	2
ACCOUNTING ANALYST	JM12	4582	C	\$3,715.00	\$4,516.00	2
ACCOUNTING OFFICER (SPECIALIST)	JL26	4546	A	\$3,715.00	\$4,516.00	2
ACCOUNTING SPECIALIST, FAIR POLITICAL PRACTICES COMMISSION	JN30	5375		\$4,674.00	\$5,681.00	2
ACTUARIAL ASSISTANT TRAINEE, CALPERS	LP61	5509	A	\$3,004.00	\$3,312.00	2
ACTUARIAL ASSISTANT TRAINEE, CALPERS	LP61	5509	B	\$3,099.00	\$3,586.00	2
ACTUARIAL ASSISTANT TRAINEE, CALPERS	LP61	5509	C	\$3,715.00	\$4,300.00	2
ACTUARIAL ASSISTANT, CALPERS	LP62	5552		\$4,255.00	\$5,172.00	2
ACTUARIAL STATISTICIAN	LP70	6080	A	\$4,255.00	\$5,172.00	2
ACTUARIAL STATISTICIAN	LP70	6080	B	\$4,674.00	\$5,681.00	2
ACTUARY	LP15	5409	A	\$6,226.00	\$7,568.00	E
ACTUARY	LP15	5409	B	\$6,781.00	\$8,243.00	E
ACTUARY	LP15	5409	C	\$7,398.00	\$8,993.00	E
ADMINISTRATIVE ASSISTANT I	KG40	5361	A	\$3,538.00	\$4,300.00	2
ADMINISTRATIVE ASSISTANT I	KG40	5361	B	\$3,700.00	\$4,499.00	2
ADMINISTRATIVE ASSISTANT II	KG30	5358	A	\$4,255.00	\$5,172.00	2
ADMINISTRATIVE ASSISTANT, FAIR POLITICAL PRACTICES COMMISSION	KG45	5169		\$3,538.00	\$4,300.00	2
AGRICULTURAL TECHNICIAN I (SEASONAL)	AB90	0034		\$12.42	\$14.39	2
AGRICULTURAL TECHNICIAN II (PERMANENT INTERMITTENT)	AB95	3520		\$12.90	\$14.94	2
AGRICULTURAL TECHNICIAN II (SEASONAL)	AB80	0033		\$12.90	\$14.94	2
AGRICULTURAL TECHNICIAN III (PERMANENT INTERMITTENT)	AB92	3521		\$13.94	\$15.38	2
AGRICULTURAL TECHNICIAN III (SEASONAL)	AB70	0032		\$13.94	\$15.38	2
APPRENTICESHIP CONSULTANT	WO40	9485		\$4,467.00	\$5,431.00	2
ASSISTANT ADMINISTRATIVE ANALYST - ACCOUNTING SYSTEMS-	JM38	5306		\$3,715.00	\$4,516.00	2
ASSISTANT AGRICULTURAL ECONOMIST	AQ50	0196		\$3,538.00	\$4,300.00	2
ASSISTANT ARTS GRANTS ADMINISTRATOR	FK64	5628		\$3,538.00	\$4,300.00	2
ASSISTANT AVIATION CONSULTANT	LZ85	5673		\$3,715.00	\$4,516.00	2
ASSISTANT CALTRANS ADMINISTRATOR	JZ28	4675	A	\$2,724.00	\$3,313.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
ASSISTANT CALTRANS ADMINISTRATOR	JZ28	4675	B	\$2,950.00	\$3,586.00	2
ASSISTANT CALTRANS ADMINISTRATOR	JZ28	4675	C	\$3,638.00	\$4,300.00	2
ASSISTANT CRIMINAL JUSTICE SPECIALIST	KC17	5639		\$3,538.00	\$4,300.00	2
ASSISTANT DEVELOPMENT SPECIALIST, CALIFORNIA TRADE AND COMMERCE AGENCY	KD75	6275	A	\$2,950.00	\$3,586.00	2
ASSISTANT DEVELOPMENT SPECIALIST, CALIFORNIA TRADE AND COMMERCE AGENCY	KD75	6275	B	\$3,538.00	\$4,300.00	2
ASSISTANT ENERGY FACILITY SITING PLANNER	JX86	4728		\$3,538.00	\$4,300.00	2
ASSISTANT FOREST PROPERTY APPRAISER (BOARD OF EQUALIZATION)	KU50	5018		\$3,715.00	\$4,516.00	2
ASSISTANT HEALTH CARE SERVICE PLAN ANALYST	KI78	8447		\$3,538.00	\$4,300.00	2
ASSISTANT INFORMATION OFFICER	LZ19	5603		\$3,538.00	\$4,300.00	2
ASSISTANT INFORMATION SYSTEMS ANALYST	LM96	1479	A	\$3,004.00	\$3,312.00	2
ASSISTANT INFORMATION SYSTEMS ANALYST	LM96	1479	B	\$3,099.00	\$3,586.00	2
ASSISTANT INFORMATION SYSTEMS ANALYST	LM96	1479	C	\$3,715.00	\$4,516.00	2
ASSISTANT INVESTMENT OFFICER, STATE TEACHERS' RETIREMENT SYSTEM	JV38	4518	A	\$2,724.00	\$3,313.00	2
ASSISTANT INVESTMENT OFFICER, STATE TEACHERS' RETIREMENT SYSTEM	JV38	4518	B	\$2,950.00	\$3,586.00	2
ASSISTANT INVESTMENT OFFICER, STATE TEACHERS' RETIREMENT SYSTEM	JV38	4518	C	\$3,538.00	\$4,300.00	2
ASSISTANT LAND AGENT	KS60	4997		\$3,715.00	\$4,516.00	2
ASSISTANT LOAN OFFICER	JT40	7479	A	\$2,950.00	\$3,586.00	2
ASSISTANT LOAN OFFICER	JT40	7479	B	\$3,538.00	\$4,300.00	2
ASSISTANT MEDI-CAL ELIGIBILITY ANALYST	KH26	4413	A	\$2,950.00	\$3,586.00	2
ASSISTANT MEDI-CAL ELIGIBILITY ANALYST	KH26	4413	B	\$3,538.00	\$4,300.00	2
ASSISTANT PROGRAM SPECIALIST, CALIFORNIA DEBT ADVISORY COMMISSION	JV82	4288	A	\$2,950.00	\$3,586.00	2
ASSISTANT PROGRAM SPECIALIST, CALIFORNIA DEBT ADVISORY COMMISSION	JV82	4288	B	\$3,538.00	\$4,300.00	2
ASSISTANT PROPERTY AGENT	KW50	5095		\$3,538.00	\$4,300.00	2
ASSISTANT PROPERTY APPRAISER	KT46	5013		\$3,538.00	\$4,300.00	2
ASSISTANT PROPERTY APPRAISER (BOARD OF EQUALIZATION)	KT58	5439		\$3,715.00	\$4,516.00	2
ASSISTANT PROPERTY AUDITOR APPRAISER (BOARD OF EQUALIZATION)	KT64	5441		\$3,715.00	\$4,516.00	2
ASSISTANT RISK ANALYST	JP34	4685		\$3,538.00	\$4,300.00	2
ASSISTANT SMALL BUSINESS OFFICER	KD15	5721		\$3,538.00	\$4,300.00	2

Class Title

Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
LZ33	5692		\$4,467.00	\$5,431.00	2
KD86	5568	A	\$2,950.00	\$3,586.00	2
KD86	5568	B	\$3,538.00	\$4,300.00	2
JV48	4237		\$3,538.00	\$4,300.00	2
JM10	4588	A	\$4,467.00	\$5,431.00	2
JM36	5304		\$4,467.00	\$5,431.00	2
AQ40	0193		\$4,255.00	\$5,172.00	2
FK43	5657		\$4,255.00	\$5,172.00	2
FK62	5630		\$4,255.00	\$5,172.00	2
LZ80	5672		\$4,459.00	\$5,418.00	2
LF30	5284	A	\$4,255.00	\$5,172.00	2
KK40	4742	A	\$4,255.00	\$5,172.00	2
JZ24	4678	A	\$4,255.00	\$5,172.00	2
LP26	6087	A	\$6,806.00	\$8,274.00	E
LP26	6087	B	\$7,415.00	\$9,014.00	E
KD70	6276		\$4,255.00	\$5,172.00	2
AQ60	3006		\$4,255.00	\$5,172.00	2
MC20	5593	A	\$4,255.00	\$5,172.00	2
JX14	4711		\$4,467.00	\$5,431.00	2
JX16	4634		\$4,467.00	\$5,431.00	2
JX18	4642		\$4,467.00	\$5,431.00	2
JX20	4680		\$4,467.00	\$5,431.00	2
JX22	4682		\$4,467.00	\$5,431.00	2
AS82	9567		\$4,255.00	\$5,172.00	2
JQ54	1964		\$4,255.00	\$5,172.00	2
JM14	2249		\$4,467.00	\$5,431.00	2
KU40	5017		\$4,467.00	\$5,431.00	2
JY35	5393	A	\$4,255.00	\$5,172.00	2
KB80	5307		\$4,255.00	\$5,172.00	2
KI76	8448		\$4,255.00	\$5,172.00	2
JW24	4663		\$4,255.00	\$5,172.00	2

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Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
ASSOCIATE HEALTH PROGRAM ADVISER	KH12	8337		\$4,255.00	\$5,172.00	2
ASSOCIATE INFORMATION SYSTEMS ANALYST (SPECIALIST)	LM92	1470	A	\$4,467.00	\$5,431.00	2
ASSOCIATE INSURANCE EXAMINER	JC18	4412	A	\$4,467.00	\$5,431.00	2
ASSOCIATE INSURANCE EXAMINER	JC18	4412	B	\$4,674.00	\$5,681.00	2
ASSOCIATE INSURANCE EXAMINER	JC18	4412	C	\$4,674.00	\$5,681.00	2
ASSOCIATE INSURANCE EXAMINER	JC18	4412	D	\$5,134.00	\$6,239.00	2
ASSOCIATE INSURANCE RATE ANALYST	JC38	4438	A	\$4,467.00	\$5,431.00	2
ASSOCIATE INSURANCE RATE ANALYST	JC38	4438	B	\$4,674.00	\$5,681.00	2
ASSOCIATE INVESTMENT OFFICER, STATE TEACHERS' RETIREMENT SYSTEM	JV37	7337		\$4,255.00	\$5,172.00	2
ASSOCIATE LAND AGENT	KS50	4996		\$4,467.00	\$5,431.00	2
ASSOCIATE LIFE ACTUARY	LP36	6089	A	\$6,806.00	\$8,274.00	E
ASSOCIATE LIFE ACTUARY	LP36	6089	B	\$7,415.00	\$9,014.00	E
ASSOCIATE MANAGEMENT ANALYST	LE10	5246	A	\$4,255.00	\$5,172.00	2
ASSOCIATE MANAGEMENT AUDITOR	LE26	4159	A	\$4,467.00	\$5,431.00	2
ASSOCIATE MATERIALS ANALYST	KP60	4901		\$4,255.00	\$5,172.00	2
ASSOCIATE MEDICAL ELIGIBILITY ANALYST	KH28	4414		\$4,255.00	\$5,172.00	2
ASSOCIATE MENTAL HEALTH SPECIALIST	KI46	8329		\$4,255.00	\$5,172.00	2
ASSOCIATE OPERATIONS SPECIALIST, FRANCHISE TAX BOARD	JY84	5334	A	\$4,255.00	\$5,172.00	2
ASSOCIATE PARK AND RECREATION SPECIALIST	BV40	1089		\$4,674.00	\$5,681.00	2
ASSOCIATE PENSION ACTUARY	LP58	5436		\$6,781.00	\$8,243.00	E
ASSOCIATE PENSION PROGRAM ANALYST	JR34	5104		\$4,255.00	\$5,172.00	2
ASSOCIATE PERSONNEL ANALYST	KY90	5142	A	\$4,255.00	\$5,172.00	2
ASSOCIATE PERSONNEL ANALYST, FAIR POLITICAL PRACTICES COMMISSION	KY95	5155	A	\$4,255.00	\$5,172.00	2
ASSOCIATE PLANNER	JW14	4643		\$4,255.00	\$5,172.00	2
ASSOCIATE PROGRAM EVALUATOR, CALPERS	JC35	4059		\$4,467.00	\$5,431.00	2
ASSOCIATE PROGRAM SPECIALIST, CALIFORNIA DEBT ADVISOR COMMISSION	JV80	4289		\$4,255.00	\$5,172.00	2
ASSOCIATE PROGRAM SYSTEMS ANALYST	LM46	7737		\$4,467.00	\$5,431.00	2
ASSOCIATE PROGRAMMER ANALYST (SPECIALIST)	LM20	1579	A	\$4,467.00	\$5,431.00	2
ASSOCIATE PROPERTY AGENT	KW40	5096		\$4,255.00	\$5,172.00	2
ASSOCIATE PROPERTY APPRAISER	KT44	5011		\$4,255.00	\$5,172.00	2
ASSOCIATE PROPERTY APPRAISER (BOARD OF EQUALIZATION)	KT56	5444		\$4,467.00	\$5,431.00	2
ASSOCIATE PROPERTY AUDITOR APPRAISER (BOARD OF EQUALIZATION)	KT62	5448		\$4,467.00	\$5,431.00	2
ASSOCIATE REAL ESTATE OFFICER	KS73	9595		\$4,467.00	\$5,431.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
ASSOCIATE RIGHT OF WAY AGENT	KR50	4965		\$4,467.00	\$5,431.00	2
ASSOCIATE RISK ANALYST	JP32	4658		\$4,255.00	\$5,172.00	2
ASSOCIATE SMALL BUSINESS OFFICER	KD10	5493		\$4,255.00	\$5,172.00	2
ASSOCIATE SPACE PLANNER	KK25	4715		\$4,467.00	\$5,431.00	2
ASSOCIATE SYSTEMS SOFTWARE SPECIALIST (TECHNICAL)	LM62	1585		\$4,459.00	\$5,418.00	2
ASSOCIATE TAX AUDITOR, BOARD OF EQUALIZATION	JH50	4281		\$4,467.00	\$5,431.00	2
ASSOCIATE TAX AUDITOR, FRANCHISE TAX BOARD	JJ50	4361		\$4,467.00	\$5,431.00	2
ASSOCIATE TAX RESEARCH SPECIALIST	LQ07	5022		\$4,467.00	\$5,431.00	2
ASSOCIATE TOURISM SPECIALIST	KD83	5653		\$4,255.00	\$5,172.00	2
ASSOCIATE TRANSPORTATION ANALYST, DEPARTMENT OF GENERAL SERVICES	JG72	4535		\$4,255.00	\$5,172.00	2
ASSOCIATE TRANSPORTATION PLANNER	JX74	4721		\$4,467.00	\$5,431.00	2
ASSOCIATE TRANSPORTATION RATE EXPERT	JG54	4525		\$4,467.00	\$5,431.00	2
ASSOCIATE TRANSPORTATION REPRESENTATIVE	JG34	8699		\$4,467.00	\$5,431.00	2
ASSOCIATE TREASURY PROGRAM OFFICER	JV46	4223		\$4,255.00	\$5,172.00	2
AUDIO-VISUAL ASSISTANT	MD20	2819		\$3,538.00	\$4,300.00	2
AUDIO-VISUAL ASSISTANT (CORRECTIONAL FACILITY)	MD22	2860		\$3,538.00	\$4,300.00	2
AUDIO-VISUAL SPECIALIST (CORRECTIONAL FACILITY)	MD15	2861		\$4,255.00	\$5,172.00	2
AUDIO-VISUAL SPECIALIST (TECHNICAL)	MD11	2838		\$4,255.00	\$5,172.00	2
AUDITOR I	JB60	4175		\$3,004.00	\$3,653.00	2
BIostatistician II	LX24	5545		\$3,700.00	\$4,499.00	2
BIostatistician III	LX22	5544		\$4,459.00	\$5,418.00	2
BIostatistician IV	LX20	5543		\$5,134.00	\$6,239.00	E
BOATING FACILITIES MANAGER II	BW04	1057		\$4,255.00	\$5,172.00	2
BUDGET TECHNICIAN I	LF40	5221	A	\$2,329.00	\$2,831.00	2
BUDGET TECHNICIAN I	LF40	5221	B	\$2,724.00	\$3,313.00	2
BUDGET TECHNICIAN II	LF42	5222		\$3,155.00	\$3,837.00	2
BUSINESS ASSISTANT I, DISTRICT AGRICULTURAL ASSOCIATION	ME29	4810		\$2,712.00	\$3,296.00	2
BUSINESS ASSISTANT II, DISTRICT AGRICULTURAL ASSOCIATION (SPECIALIST)	ME28	4882		\$3,225.00	\$3,921.00	2
BUSINESS ENTERPRISE CONSULTANT I	KD55	7127		\$3,700.00	\$4,499.00	2
BUSINESS SERVICE ASSISTANT (SPECIALIST)	KK75	4707	A	\$2,413.00	\$2,934.00	2
BUSINESS SERVICE ASSISTANT (SPECIALIST)	KK75	4707	B	\$2,724.00	\$3,313.00	2
BUSINESS SERVICE ASSISTANT (SPECIALIST)	KK75	4707	C	\$2,950.00	\$3,586.00	2
BUSINESS SERVICE OFFICER I (SPECIALIST)	KK70	4720	A	\$3,538.00	\$4,300.00	2
BUSINESS SERVICE OFFICER II (SPECIALIST)	KK65	4970		\$3,877.00	\$4,714.00	2
BUSINESS TAXES COMPLIANCE SPECIALIST	JH86	8694		\$4,467.00	\$5,431.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
BUSINESS TAXES REPRESENTATIVE	JH88	8690	A	\$3,004.00	\$3,312.00	2
BUSINESS TAXES REPRESENTATIVE	JH88	8690	B	\$3,099.00	\$3,586.00	2
BUSINESS TAXES REPRESENTATIVE	JH88	8690	C	\$3,715.00	\$4,516.00	2
BUSINESS TAXES SPECIALIST I, BOARD OF EQUALIZATION	JH74	4380		\$5,153.00	\$5,965.00	2
BUSINESS TAXES SPECIALIST II, BOARD OF EQUALIZATION	JH72	4379		\$5,390.00	\$6,551.00	2
BUSINESS TAXES SPECIALIST III, BOARD OF EQUALIZATION	JH70	4378		\$6,552.00	\$7,223.00	E
BUYER I	KP40	4894		\$3,080.00	\$3,743.00	2
BUYER II	KP30	4891		\$3,877.00	\$4,714.00	2
CALTRANS ADMINISTRATIVE TECHNICIAN	JZ30	5311	A	\$2,413.00	\$2,934.00	2
CALTRANS ADMINISTRATIVE TECHNICIAN	JZ30	5311	B	\$2,724.00	\$3,313.00	2
CHIEF ENGINEER AND PRODUCTION CONSULTANT, TELEVISION COMMUNICATIONS CENTER	MD50	5685		\$4,459.00	\$5,418.00	E
CLAIM AUDITOR	CU25	1771		\$2,712.00	\$3,296.00	2
CLAIMS AUDITOR, WELFARE PROGRAMS	CU35	1772		\$2,712.00	\$3,296.00	2
CLINICAL RECORD ADMINISTRATOR	CW10	1893	A	\$4,909.00	\$5,965.00	E
COASTAL PROGRAM ANALYST I	JW76	4726	A	\$3,004.00	\$3,312.00	2
COASTAL PROGRAM ANALYST I	JW76	4726	B	\$3,099.00	\$3,586.00	2
COASTAL PROGRAM ANALYST I	JW76	4726	C	\$3,715.00	\$4,516.00	2
COASTAL PROGRAM ANALYST II	JW74	4735		\$4,467.00	\$5,431.00	2
COLLECTION AGENT	JL50	8632		\$3,080.00	\$3,743.00	2
COLLECTIONS SPECIALIST, DEPARTMENT OF MOTOR VEHICLES	JJ86	8641	A	\$3,004.00	\$3,312.00	2
COLLECTIONS SPECIALIST, DEPARTMENT OF MOTOR VEHICLES	JJ86	8641	B	\$3,099.00	\$3,586.00	2
COLLECTIONS SPECIALIST, DEPARTMENT OF MOTOR VEHICLES	JJ86	8641	C	\$3,715.00	\$4,516.00	2
COLLECTIONS TECHNICIAN, DEPARTMENT OF MOTOR VEHICLES	JJ88	8640	A	\$2,413.00	\$2,934.00	2
COLLECTIONS TECHNICIAN, DEPARTMENT OF MOTOR VEHICLES	JJ88	8640	B	\$2,724.00	\$3,313.00	2
COMMUNICABLE DISEASE REPRESENTATIVE	KI18	9052	A	\$2,974.00	\$3,279.00	2
COMMUNICABLE DISEASE REPRESENTATIVE	KI18	9052	B	\$3,099.00	\$3,586.00	2
COMMUNICABLE DISEASE SPECIALIST I	KI32	8404		\$4,255.00	\$5,172.00	2
COMMUNICABLE DISEASE SPECIALIST II	KI30	8403		\$4,674.00	\$5,681.00	2
COMMUNITY PROGRAM SPECIALIST I	KH59	8353		\$3,538.00	\$4,300.00	2
COMMUNITY PROGRAM SPECIALIST II	KH58	8352		\$4,255.00	\$5,172.00	2
COMPLIANCE REPRESENTATIVE, FRANCHISE TAX BOARD	JJ96	8619	A	\$3,004.00	\$3,312.00	2
COMPLIANCE REPRESENTATIVE, FRANCHISE TAX BOARD	JJ96	8619	B	\$3,099.00	\$3,586.00	2
COMPLIANCE REPRESENTATIVE, FRANCHISE TAX BOARD	JJ96	8619	C	\$3,715.00	\$4,516.00	2
COMPUTER OPERATIONS SPECIALIST I	LN25	1560		\$3,380.00	\$4,108.00	2
COMPUTER OPERATIONS SPECIALIST II	LN15	1561		\$4,061.00	\$4,937.00	2

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Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
COMPUTER OPERATOR	LN40	1353	A	\$2,398.00	\$2,644.00	2
COMPUTER OPERATOR	LN40	1353	B	\$2,494.00	\$3,033.00	2
COMPUTER OPERATOR	LN40	1353	C	\$2,832.00	\$3,442.00	2
CONSERVANCY PROJECT DEVELOPMENT ANALYST I	JW54	4808		\$3,715.00	\$4,516.00	2
CONSERVANCY PROJECT DEVELOPMENT ANALYST II	JW52	4809		\$4,467.00	\$5,431.00	2
CONSTRUCTION FINANCING REPRESENTATIVE	KX66	5119		\$4,255.00	\$5,172.00	2
CONSTRUCTION FINANCING SPECIALIST	KX63	5124		\$4,674.00	\$5,681.00	E
CONSULTING COMMUNICABLE DISEASE REPRESENTATIVE	KI34	9051		\$3,538.00	\$4,300.00	2
CONSUMER AFFAIRS REPRESENTATIVE, PUBLIC UTILITIES COMMISSION	LZ99	5903	A	\$3,216.00	\$3,544.00	2
CONSUMER AFFAIRS REPRESENTATIVE, PUBLIC UTILITIES COMMISSION	LZ99	5903	B	\$3,537.00	\$4,299.00	2
CONSUMER SERVICES COORDINATOR	VM20	8635		\$3,615.00	\$4,395.00	2
CONSUMER SERVICES REPRESENTATIVE	VM10	8634		\$3,304.00	\$4,015.00	2
COORDINATOR OF ACTIVITIES (KINSEY AUDITORIUM)	FJ55	5615		\$3,538.00	\$4,300.00	2
CORPORATION EXAMINER	JD76	4443	A	\$3,877.00	\$4,490.00	2
CORPORATION EXAMINER	JD76	4443	B	\$4,674.00	\$5,412.00	2
CORPORATION EXAMINER	JD76	4443	C	\$4,255.00	\$4,926.00	2
CORPORATION EXAMINER	JD76	4443	D	\$5,134.00	\$5,941.00	2
CORPORATION EXAMINER IV (SPECIALIST)	JD74	4452	A	\$5,378.00	\$6,537.00	2
CORPORATION EXAMINER IV (SPECIALIST)	JD74	4452	C	\$5,909.00	\$7,181.00	2
CORPSEMBER DEVELOPMENT COORDINATOR, CALIFORNIA CONSERVATION CORP	BZ94	7491		\$4,145.00	\$5,037.00	2
CORRECTIONAL CASE RECORDS ANALYST	XS80	1152	A	\$2,724.00	\$3,313.00	2
CORRECTIONAL CASE RECORDS ANALYST	XS80	1152	B	\$2,950.00	\$3,586.00	2
CORRECTIONAL CASE RECORDS ANALYST	XS80	1152	C	\$3,538.00	\$4,300.00	2
CRIME PREVENTION SPECIALIST	KC36	3498	A	\$4,255.00	\$5,172.00	2
CRIME PREVENTION SPECIALIST	KC36	3498	B	\$4,674.00	\$5,681.00	2
CRIME STUDIES TECHNICIAN I	LX42	5565		\$2,656.00	\$3,229.00	2
CRIME STUDIES TECHNICIAN II	LX40	5566		\$3,155.00	\$3,837.00	2
CRIME STUDIES TECHNICIAN TRAINEE	LX44	5562		\$2,277.00	\$2,768.00	2
CRIMINAL JUSTICE SPECIALIST I	KC15	5640		\$4,255.00	\$5,172.00	2
CRIMINAL JUSTICE SPECIALIST II (TECHNICAL)	KC12	5641		\$4,674.00	\$5,681.00	E
CUSTOMER SERVICE SPECIALIST, FRANCHISE TAX BOARD	JI60	1009	A	\$2,724.00	\$3,313.00	2
CUSTOMER SERVICE SPECIALIST, FRANCHISE TAX BOARD	JI60	1009	B	\$2,950.00	\$3,586.00	2
CUSTOMER SERVICE SPECIALIST, FRANCHISE TAX BOARD	JI60	1009	C	\$3,538.00	\$4,300.00	2
DIRECT MARKETING SPECIALIST	AQ65	0699	A	\$3,004.00	\$3,312.00	2

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Class Title	Schem CD	Class CD	ALT	RG	MIN SAL	MAX SAL	WWG
DIRECT MARKETING SPECIALIST	AQ65	0699	B		\$3,099.00	\$3,586.00	2
DIRECT MARKETING SPECIALIST	AQ65	0699	C		\$3,715.00	\$4,516.00	2
DIRECTOR, TELEVISION COMMUNICATIONS CENTER (SPECIALIST)	MD45	5684			\$4,674.00	\$5,681.00	E
DISABILITY EVALUATION ANALYST	KH46	5365	A		\$2,724.00	\$3,313.00	2
DISABILITY EVALUATION ANALYST	KH46	5365	B		\$2,950.00	\$3,586.00	2
DISABILITY EVALUATION ANALYST	KH46	5365	C		\$3,538.00	\$4,300.00	2
DISABILITY EVALUATION ANALYST II	KH44	8392			\$3,877.00	\$4,714.00	2
DISABILITY EVALUATION ANALYST III	KH42	5367			\$4,255.00	\$5,172.00	2
DISABILITY INSURANCE PROGRAM REPRESENTATIVE	WE65	9233	A		\$2,724.00	\$3,156.00	2
DISABILITY INSURANCE PROGRAM REPRESENTATIVE	WE65	9233	B		\$2,950.00	\$3,586.00	2
DISABILITY INSURANCE PROGRAM REPRESENTATIVE	WE65	9233	C		\$3,388.00	\$4,116.00	2
DISABILITY INSURANCE SPECIALIST I	WE85	9218	A		\$3,225.00	\$3,921.00	2
DISABILITY INSURANCE SPECIALIST II	WE85	9218	B		\$3,877.00	\$4,714.00	2
DISABILITY INSURANCE SPECIALIST III	WE80	9227			\$4,255.00	\$5,172.00	2
DISASTER WORKER STAFF SERVICES (VARIOUS DISASTERS)	WE75	9228			\$4,674.00	\$5,681.00	2
DISTRICT SALES REPRESENTATIVE, CALIFORNIA STATE LOTTERY	UC40	8080			\$2,724.00	\$5,134.00	2
DRIVER SAFETY OFFICER	KB20	1790			\$3,253.00	\$3,955.00	2
DRIVER SAFETY OFFICER	VQ51	8727	A		\$2,712.00	\$3,296.00	2
DRIVER SAFETY OFFICER	VQ51	8727	B		\$2,950.00	\$3,586.00	2
DRIVER SAFETY OFFICER	VQ51	8727	C		\$3,380.00	\$4,108.00	2
DRIVER SAFETY OFFICER	VQ51	8727	D		\$3,877.00	\$4,714.00	2
EDITORIAL AID	MC27	5623			\$2,656.00	\$3,229.00	2
EDITORIAL ASSISTANT DEPARTMENT OF EDUCATION	MC25	5621			\$3,538.00	\$4,300.00	2
EDITORIAL TECHNICIAN	LZ20	5602			\$2,902.00	\$3,527.00	2
EDUCATION AND OUTREACH SPECIALIST	MA10	7371	A		\$4,255.00	\$5,172.00	2
ELECTIONS SPECIALIST	KA36	5354			\$4,674.00	\$5,681.00	2
EMPLOYMENT AND CLAIMS ASSISTANT	WB45	9136			\$2,494.00	\$3,033.00	2
EMPLOYMENT DEVELOPMENT PLANNER III	JW93	4511			\$5,134.00	\$6,239.00	E
EMPLOYMENT DEVELOPMENT SPECIALIST I	WB68	9204	A		\$3,225.00	\$3,921.00	2
EMPLOYMENT DEVELOPMENT SPECIALIST I	WB68	9204	B		\$3,877.00	\$4,714.00	2
EMPLOYMENT DEVELOPMENT SPECIALIST II	WB66	9216	A		\$4,255.00	\$5,172.00	2
EMPLOYMENT DEVELOPMENT SPECIALIST III	WB64	9215			\$4,674.00	\$5,681.00	2
EMPLOYMENT PROGRAM ASSISTANT	WB50	9232	A		\$2,121.00	\$2,578.00	2
EMPLOYMENT PROGRAM ASSISTANT	WB50	9232	B		\$2,277.00	\$2,768.00	2
EMPLOYMENT PROGRAM COUNSELOR	WD45	9152	A		\$2,724.00	\$3,313.00	2
EMPLOYMENT PROGRAM COUNSELOR	WD45	9152	B		\$3,388.00	\$4,116.00	2
EMPLOYMENT PROGRAM REPRESENTATIVE	WB35	9194	A		\$2,724.00	\$3,156.00	2



Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
EMPLOYMENT PROGRAM REPRESENTATIVE	WB35	9194	B	\$2,950.00	\$3,586.00	2
EMPLOYMENT PROGRAM REPRESENTATIVE	WB35	9194	C	\$3,388.00	\$4,116.00	2
EMPLOYMENT PROGRAM TECHNICIAN	WB40	9231		\$2,505.00	\$3,044.00	2
ENVIRONMENTAL PLANNER	JX30	4640	A	\$3,004.00	\$3,312.00	2
ENVIRONMENTAL PLANNER	JX30	4640	B	\$3,099.00	\$3,586.00	2
ENVIRONMENTAL PLANNER	JX30	4640	C	\$3,715.00	\$4,516.00	2
ENVIRONMENTAL PLANNER (ARCHEOLOGY)	JX34	4617	A	\$3,004.00	\$3,312.00	2
ENVIRONMENTAL PLANNER (ARCHEOLOGY)	JX34	4617	B	\$3,099.00	\$3,586.00	2
ENVIRONMENTAL PLANNER (ARCHEOLOGY)	JX34	4617	C	\$3,715.00	\$4,516.00	2
ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	JX36	4618	A	\$3,004.00	\$3,312.00	2
ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	JX36	4618	B	\$3,099.00	\$3,586.00	2
ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	JX36	4618	C	\$3,715.00	\$4,516.00	2
ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	JX32	4635	A	\$3,004.00	\$3,312.00	2
ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	JX32	4635	B	\$3,099.00	\$3,586.00	2
ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	JX32	4635	C	\$3,715.00	\$4,516.00	2
EQUAL EMPLOYMENT OPPORTUNITY ANALYST	KY91	5147		\$4,255.00	\$5,172.00	2
EVENT COORDINATOR, DISTRICT AGRICULTURAL ASSOCIATION	ME30	4903		\$3,538.00	\$4,300.00	2
EXHIBIT REPRESENTATIVE I	ME76	4840		\$2,494.00	\$3,033.00	2
EXHIBIT REPRESENTATIVE II	ME74	4838		\$2,950.00	\$3,586.00	2
EXPORT SPECIALIST	AS85	9566		\$3,538.00	\$4,300.00	2
FACILITY MARKETING REPRESENTATIVE, DISTRICT AGRICULTURAL ASSOCIATION	ME68	2121		\$3,253.00	\$3,955.00	2
FAIR EMPLOYMENT AND HOUSING CONSULTANT I	WR25	9513	A	\$2,724.00	\$3,313.00	2
FAIR EMPLOYMENT AND HOUSING CONSULTANT I	WR25	9513	B	\$2,950.00	\$3,586.00	2
FAIR EMPLOYMENT AND HOUSING CONSULTANT I	WR25	9513	C	\$3,538.00	\$4,300.00	2
FAIR EMPLOYMENT AND HOUSING CONSULTANT II	WR20	9511		\$4,255.00	\$5,172.00	2
FAIR EMPLOYMENT AND HOUSING CONSULTANT III (SPECIALIST)	WR17	9547		\$4,674.00	\$5,681.00	2
FEED, FERTILIZER AND LIVESTOCK DRUGS INSPECTOR	AG84	0775	A	\$2,776.00	\$3,373.00	2
FEED, FERTILIZER AND LIVESTOCK DRUGS INSPECTOR	AG84	0775	B	\$3,155.00	\$3,837.00	2
FIELD EXAMINER I, AGRICULTURAL LABOR RELATIONS BOARD	WR60	9518	A	\$2,724.00	\$3,313.00	2
FIELD EXAMINER I, AGRICULTURAL LABOR RELATIONS BOARD	WR60	9518	B	\$3,538.00	\$4,300.00	2
FIELD EXAMINER II, AGRICULTURAL LABOR RELATIONS BOARD	WR55	9519		\$4,255.00	\$5,172.00	2
FIELD EXAMINER III, AGRICULTURAL LABOR RELATIONS BOARD	WR50	9520		\$4,674.00	\$5,681.00	2
FINANCIAL AID ANALYST	JQ56	1963	A	\$2,950.00	\$3,586.00	2
FINANCIAL AID ANALYST	JQ56	1963	B	\$3,538.00	\$4,300.00	2
FINANCIAL INSTITUTIONS EXAMINER	JA20	4101	A	\$3,004.00	\$3,695.00	2
FINANCIAL INSTITUTIONS EXAMINER	JA20	4101	B	\$3,877.00	\$4,490.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
FINANCIAL INSTITUTIONS EXAMINER	JA20	4101	C	\$4,674.00	\$5,412.00	2
FINANCING ASSOCIATE, CALIFORNIA HOUSING FINANCE AGENCY	JV54	4538		\$4,255.00	\$5,172.00	2
FINANCING SPECIALIST, CALIFORNIA HOUSING FINANCE AGENCY	JV52	4539		\$4,674.00	\$5,681.00	E
FISCAL SYSTEMS ANALYST, CALTRANS	JM13	2248	A	\$3,133.00	\$3,628.00	2
FISCAL SYSTEMS ANALYST, CALTRANS	JM13	2248	B	\$3,715.00	\$4,516.00	2
FISH AND WILDLIFE RESOURCES INFORMATION AND EDUCATION OFFICER	MA15	5614		\$4,674.00	\$5,681.00	E
FOOD AND AGRICULTURE MANAGEMENT DEVELOPMENT TRAINEE	JZ05	5664		\$4,255.00	\$5,172.00	2
FRAUD PREVENTION SPECIALIST	JF34	4026		\$4,674.00	\$5,681.00	2
FREE VENTURE-PRIVATE INDUSTRIES SPECIALIST, DEPARTMENT OF YOUTH AUTHORITY	WU30	9550		\$4,674.00	\$5,681.00	2
FRUIT AND VEGETABLE QUALITY CONTROL INSPECTOR	AD50	0684	A	\$2,888.00	\$3,511.00	2
FRUIT AND VEGETABLE QUALITY CONTROL INSPECTOR	AD50	0684	B	\$3,155.00	\$3,837.00	2
GENERAL AUDITOR II	JB50	4287		\$3,715.00	\$4,516.00	2
GENERAL AUDITOR III	JB40	4285		\$4,467.00	\$5,431.00	2
GENETIC DISEASE PROGRAM SPECIALIST I	KJ16	8450		\$3,538.00	\$4,300.00	2
GENETIC DISEASE PROGRAM SPECIALIST II	KJ14	8451		\$4,255.00	\$5,172.00	2
GENETIC DISEASE PROGRAM SPECIALIST III	KJ12	8452		\$4,674.00	\$5,681.00	2
GOVERNMENTAL AUDITOR I)	JB30	4146		\$3,715.00	\$4,516.00	2
GOVERNMENTAL AUDITOR III	JB20	4144		\$4,467.00	\$5,431.00	2
GUIDE I HISTORICAL MONUMENT	BU90	2794		\$2,832.00	\$3,442.00	2
GUIDE II, HISTORICAL MONUMENT (SPECIALIST)	BU86	2740		\$3,080.00	\$3,743.00	2
HEALTH ANALYST	KH14	4672	A	\$2,724.00	\$3,313.00	2
HEALTH ANALYST	KH14	4672	B	\$2,950.00	\$3,586.00	2
HEALTH ANALYST	KH14	4672	C	\$3,538.00	\$4,300.00	2
HEALTH FACILITIES EVALUATOR I	SZ70	8001		\$3,722.00	\$4,525.00	2
HEALTH FACILITIES EVALUATOR II	SZ64	8052		\$4,255.00	\$5,172.00	2
HEALTH FACILITIES EVALUATOR SPECIALIST	SZ60	2246		\$4,674.00	\$5,681.00	2
HEALTH FACILITIES EVALUATOR TRAINEE	SZ72	8007		\$2,724.00	\$3,313.00	2
HEALTH PLANNING SPECIALIST I	JW28	4666		\$4,674.00	\$5,681.00	2
HEALTH PLANNING SPECIALIST II	JW26	4648		\$5,134.00	\$6,239.00	2
HEALTH PROGRAM AUDITOR II, DEPARTMENT OF HEALTH SERVICES	JF20	4254		\$3,715.00	\$4,516.00	2
HEALTH PROGRAM AUDITOR III, DEPARTMENT OF HEALTH SERVICES	JF18	4252		\$4,467.00	\$5,431.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
HEALTH PROGRAM AUDITOR IV, DEPARTMENT OF HEALTH SERVICES	JF16	4249		\$4,674.00	\$5,681.00	2
HEALTH PROGRAM SPECIALIST I	KH10	8338		\$4,674.00	\$5,681.00	2
HEALTH PROGRAM SPECIALIST II	KH06	8336		\$5,134.00	\$6,239.00	E
HEALTH TRAINING CONSULTANT	LC80	5224		\$4,255.00	\$5,172.00	2
HOSPITAL COORDINATOR OF FORENSIC SERVICES	K155	5202		\$4,674.00	\$5,681.00	2
HOUSING AND COMMUNITY DEVELOPMENT REPRESENTATIVE I	VY27	9023	A	\$3,004.00	\$3,312.00	2
HOUSING AND COMMUNITY DEVELOPMENT REPRESENTATIVE I	VY27	9023	B	\$3,099.00	\$3,586.00	2
HOUSING AND COMMUNITY DEVELOPMENT REPRESENTATIVE I	VY27	9023	C	\$3,715.00	\$4,516.00	2
HOUSING AND COMMUNITY DEVELOPMENT REPRESENTATIVE II	VY25	8962		\$4,467.00	\$5,431.00	2
HOUSING AND COMMUNITY DEVELOPMENT SPECIALIST I	VY22	9035		\$4,674.00	\$5,681.00	2
HOUSING AND COMMUNITY DEVELOPMENT SPECIALIST II	VY20	9037		\$5,134.00	\$6,239.00	2
HOUSING FINANCE ASSISTANT (CONSTRUCTION SERVICES)	KX46	5254		\$3,538.00	\$4,300.00	2
HOUSING FINANCE ASSISTANT (GENERAL)	KX42	5227		\$3,538.00	\$4,300.00	2
HOUSING FINANCE ASSISTANT (RENTAL)	KX44	5252		\$3,538.00	\$4,300.00	2
HOUSING FINANCE ASSOCIATE (AFFIRMATIVE ACTION)	KX38	4821		\$4,255.00	\$5,172.00	2
HOUSING FINANCE ASSOCIATE (CONSTRUCTION SERVICES)	KX32	5236		\$4,255.00	\$5,172.00	2
HOUSING FINANCE ASSOCIATE (GENERAL)	KX30	5255		\$4,255.00	\$5,172.00	2
HOUSING FINANCE ASSOCIATE (MANAGEMENT SERVICES)	KX40	4835		\$4,255.00	\$5,172.00	2
HOUSING FINANCE ASSOCIATE (RENTAL)	KX36	5163		\$4,255.00	\$5,172.00	2
HOUSING FINANCE ASSOCIATE (SINGLE FAMILY)	KX34	5162		\$4,255.00	\$5,172.00	2
HOUSING FINANCE SPECIALIST (AFFIRMATIVE ACTION)	KX26	5240		\$4,674.00	\$5,681.00	2
HOUSING FINANCE SPECIALIST (GENERAL)	KX20	5235		\$4,674.00	\$5,681.00	2
HOUSING FINANCE SPECIALIST (MANAGEMENT SERVICES)	KX28	5452		\$4,674.00	\$5,681.00	2
HOUSING FINANCE SPECIALIST (RENTAL)	KX24	5141		\$4,674.00	\$5,681.00	2
HOUSING FINANCE SPECIALIST (SINGLE FAMILY)	KX22	5143		\$4,674.00	\$5,681.00	2
HOUSING FINANCE TRAINEE (GENERAL)	KX50	5225	A	\$2,724.00	\$3,313.00	2
HOUSING FINANCE TRAINEE (GENERAL)	KX50	5225	B	\$2,950.00	\$3,586.00	2
INDUSTRIAL RELATIONS REPRESENTATIVE	WO45	9483	A	\$3,004.00	\$3,312.00	2
INDUSTRIAL RELATIONS REPRESENTATIVE	WO45	9483	B	\$3,099.00	\$3,586.00	2
INDUSTRIAL RELATIONS REPRESENTATIVE	WO45	9483	C	\$3,715.00	\$4,516.00	2
INFORMATION OFFICER I (SPECIALIST)	LZ17	5601	A	\$4,255.00	\$5,172.00	2
INFORMATION SYSTEMS TECHNICIAN	LN48	1360	A	\$2,398.00	\$2,644.00	2
INFORMATION SYSTEMS TECHNICIAN	LN48	1360	B	\$2,494.00	\$3,033.00	2
INFORMATION SYSTEMS TECHNICIAN	LN48	1360	C	\$2,832.00	\$3,442.00	2
INFORMATION SYSTEMS TECHNICIAN SPECIALIST I	LN45	1562		\$3,380.00	\$4,108.00	2
INFORMATION SYSTEMS TECHNICIAN SPECIALIST II	LN43	1557		\$4,061.00	\$4,937.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
INHERITANCE AND GIFT TAX EXAMINER III	JK62	4488		\$4,467.00	\$5,431.00	2
INSTITUTION ARTIST/FACILITATOR	FK46	5658		\$3,615.00	\$4,395.00	2
INSTRUCTIONAL DESIGNER (TECHNOLOGY), COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING	LC65	2947		\$4,674.00	\$5,681.00	E
INSTRUCTIONAL SYSTEMS ENGINEER, COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING	LM26	2949		\$4,467.00	\$5,431.00	E
INSURANCE CLAIMS SPECIALIST	JC24	4417		\$5,639.00	\$6,854.00	E
INSURANCE EXAMINER	JC20	4420	A	\$3,004.00	\$3,312.00	2
INSURANCE EXAMINER	JC20	4420	B	\$2,968.00	\$3,608.00	2
INSURANCE EXAMINER	JC20	4420	C	\$2,968.00	\$3,608.00	2
INSURANCE EXAMINER	JC20	4420	D	\$3,239.00	\$3,935.00	2
INSURANCE EXAMINER	JC20	4420	E	\$3,715.00	\$4,516.00	2
INSURANCE EXAMINER	JC20	4420	F	\$3,877.00	\$4,714.00	2
INSURANCE EXAMINER	JC20	4420	G	\$3,877.00	\$4,714.00	2
INSURANCE EXAMINER	JC20	4420	H	\$4,255.00	\$5,172.00	2
INSURANCE RATE ANALYST	JC40	4441	A	\$3,004.00	\$3,312.00	2
INSURANCE RATE ANALYST	JC40	4441	B	\$3,099.00	\$3,586.00	2
INSURANCE RATE ANALYST	JC40	4441	C	\$3,715.00	\$4,516.00	2
INSURANCE RATE ANALYST	JC40	4441	D	\$3,877.00	\$4,714.00	2
INVESTIGATIVE AUDITOR ALCOHOLIC BEVERAGE CONTROL	JE30	4286		\$4,674.00	\$5,681.00	E
INVESTIGATIVE AUDITOR II, DEPARTMENT OF FOOD AND AGRICULTURE	JE14	9070		\$3,715.00	\$4,516.00	2
INVESTIGATIVE AUDITOR II, DEPARTMENT OF JUSTICE	JE26	4203		\$3,715.00	\$4,516.00	2
INVESTIGATIVE AUDITOR III, DEPARTMENT OF FOOD AND AGRICULTURE	JE12	9071		\$4,467.00	\$5,431.00	2
INVESTIGATIVE AUDITOR III, DEPARTMENT OF JUSTICE	JE24	4215		\$4,467.00	\$5,431.00	2
INVESTIGATIVE AUDITOR IV (SPECIALIST), DEPARTMENT OF JUSTICE	JE22	4224		\$4,674.00	\$5,681.00	E
INVESTIGATIVE CERTIFIED PUBLIC ACCOUNTANT	JE36	6612		\$4,909.00	\$5,965.00	E
INVESTMENT OFFICER I, PUBLIC EMPLOYEES' RETIREMENT SYSTEM	JV26	4656	A	\$3,080.00	\$3,743.00	2
INVESTMENT OFFICER I, PUBLIC EMPLOYEES' RETIREMENT SYSTEM	JV26	4656	B	\$3,538.00	\$4,300.00	2
INVESTMENT OFFICER I, PUBLIC EMPLOYEES' RETIREMENT SYSTEM	JV26	4656	C	\$4,096.00	\$4,978.00	2
INVESTMENT OFFICER I, PUBLIC EMPLOYEES' RETIREMENT SYSTEM	JV26	4656	D	\$4,674.00	\$5,681.00	2

**Class Title**

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
INVESTMENT OFFICER I, STATE TEACHERS' RETIREMENT SYSTEM	JV36	7338		\$4,674.00	\$5,681.00	2
INVESTMENT OFFICER II, PUBLIC EMPLOYEES' RETIREMENT SYSTEM	JV24	4671		\$5,639.00	\$6,854.00	E
INVESTMENT OFFICER II, STATE TEACHERS' RETIREMENT SYSTEM	JV31	7339		\$5,639.00	\$6,854.00	E
INVESTMENT OFFICER III, PUBLIC EMPLOYEES' RETIREMENT SYSTEM	JV61	4695		\$7,915.00	\$8,310.00	E
INVESTMENT OFFICER III, STATE TEACHERS' RETIREMENT SYSTEM	JV17	7684		\$6,810.00	\$7,885.00	E
JOB AGENT	WD25	9155		\$3,715.00	\$4,516.00	2
JUNIOR AVIATION CONSULTANT	LZ89	5554		\$3,387.00	\$4,115.00	2
JUNIOR PROPERTY AGENT	KW60	5094		\$2,724.00	\$3,156.00	2
JUNIOR PROPERTY APPRAISER	KT48	5014		\$2,724.00	\$3,156.00	2
JUNIOR SMALL BUSINESS OFFICER	KD20	5722	A	\$2,724.00	\$3,313.00	2
JUNIOR SMALL BUSINESS OFFICER	KD20	5722	B	\$2,950.00	\$3,586.00	2
JUNIOR STAFF ANALYST (GENERAL)	JY25	5156	A	\$2,724.00	\$3,313.00	2
JUNIOR STAFF ANALYST (GENERAL)	JY25	5156	B	\$2,950.00	\$3,586.00	2
KEY ACCOUNTS SPECIALIST, CALIFORNIA STATE LOTTERY	KB33	1787		\$4,255.00	\$5,172.00	2
LEGAL ANALYST	JY62	5237	A	\$3,715.00	\$4,516.00	2
LEGAL ASSISTANT	JY66	1820	A	\$3,275.00	\$3,981.00	2
LEGISLATIVE COORDINATOR, SECRETARY OF STATE'S OFFICE	KF77	5152		\$4,674.00	\$5,681.00	E
LIMITED EXAMINATION AND APPOINTMENT PROGRAM CANDIDATE (IDENTIFIED CLASS)	KC84	4687		\$0.00	\$14,645.00	2
LIMITED EXAMINATION AND APPOINTMENT PROGRAM CANDIDATE (IDENTIFIED CLASS)	KC84	4687		\$0.00	\$1,464.51	2
LIMITED EXAMINATION AND APPOINTMENT PROGRAM CANDIDATE (IDENTIFIED CLASS)	KC84	4687		\$0.00	\$146.43	2
LOAN OFFICER	JT35	7480		\$4,255.00	\$5,172.00	2
LOSS CONTROL PLAN EVALUATOR	WF45	9311		\$4,255.00	\$5,172.00	2
MANAGEMENT SERVICES ASSISTANT	JY42	5256		\$2,121.00	\$2,578.00	2
MANAGEMENT SERVICES TECHNICIAN	JY40	5278	A	\$2,413.00	\$2,934.00	2
MANAGEMENT SERVICES TECHNICIAN	JY40	5278	B	\$2,724.00	\$3,313.00	2
MARKETING ANALYST I, CALIFORNIA STATE LOTTERY	KB43	9067	A	\$2,950.00	\$3,586.00	2
MARKETING ANALYST I, CALIFORNIA STATE LOTTERY	KB43	9067	B	\$3,538.00	\$4,300.00	2
MARKETING ANALYST II, CALIFORNIA STATE LOTTERY	KB40	9068		\$4,255.00	\$5,172.00	2
MARKETING SPECIALIST, CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY/DISTRICT AGRICULTURAL ASSOCIATIONS	FJ45	0556		\$4,674.00	\$5,681.00	2

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Class Title	Schem	Class	CD	ALT	RG	MIN SAL	MAX SAL	WWG
	CD							
MARKETING SPECIALIST, CALIFORNIA STATE LOTTERY	KB30		9069			\$4,674.00	\$5,681.00	2
MEAT FOOD INSPECTOR	AV75		0714	A		\$2,832.00	\$3,442.00	2
MEAT FOOD INSPECTOR	AV75		0714	B		\$3,225.00	\$3,921.00	2
MEDICAL RECORD CONSULTANT	CW20		1863	A		\$4,419.00	\$5,373.00	2
MEDI-CAL TECHNICIAN I	SY96		8028			\$2,967.00	\$2,876.00	2
MEDI-CAL TECHNICIAN II	SY94		8032			\$2,665.00	\$3,241.00	2
MEDI-CAL TECHNICIAN III (SPECIALIST)	SY92		8036			\$2,902.00	\$3,527.00	2
MILK PRODUCTION COST ANALYST I	AN95		0554	A		\$2,724.00	\$3,313.00	2
MILK PRODUCTION COST ANALYST I	AN95		0554	B		\$2,950.00	\$3,586.00	2
MILK PRODUCTION COST ANALYST II	AN90		0155			\$3,877.00	\$4,714.00	2
MINERAL AND LAND AUDITOR SPECIALIST II	JE48		4134			\$3,700.00	\$4,498.00	2
MINERAL AND LAND AUDITOR SPECIALIST III	JE46		4135			\$4,459.00	\$5,418.00	2
MINERAL AND LAND AUDITOR SPECIALIST IV (SPECIALIST)	JE42		4137			\$4,897.00	\$5,954.00	2
MOBILEHOME REGISTRATION SPECIALIST	VY35		8973			\$4,257.00	\$5,174.00	2
MORTGAGE INSURANCE REPRESENTATIVE I	KX85		7526	A		\$2,950.00	\$3,586.00	2
MORTGAGE INSURANCE REPRESENTATIVE I	KX85		7526	B		\$3,538.00	\$4,300.00	2
MORTGAGE INSURANCE REPRESENTATIVE II	KX86		7527			\$4,255.00	\$5,172.00	2
MORTGAGE INSURANCE SPECIALIST	KX88		7645			\$4,674.00	\$5,681.00	2
MORTGAGE LOAN ACCOUNTANT	JN16		4952			\$2,776.00	\$3,373.00	2
MORTGAGE LOAN ACCOUNTING OFFICER	JN14		4918			\$3,715.00	\$4,516.00	2
MOTION PICTURE PRODUCTION ANALYST	MD80		5648			\$4,255.00	\$5,172.00	2
MOTION PICTURE SPECIALIST	MD30		5583			\$4,255.00	\$5,172.00	2
MUSEUM EXECUTIVE ASSISTANT	FJ50		1752			\$4,255.00	\$5,172.00	2
OCCUPATIONAL TECHNICIAN (GENERAL)	JY70		5111	A		\$2,413.00	\$2,934.00	2
OCCUPATIONAL TECHNICIAN (GENERAL)	JY70		5111	B		\$2,724.00	\$3,313.00	2
OPERATIONS RESEARCH SPECIALIST II	LQ02		5259			\$4,568.00	\$5,554.00	2
OPERATIONS RESEARCH SPECIALIST III	LQ01		5260			\$5,260.00	\$6,393.00	E
PARK AND RECREATION SPECIALIST	BV55		1068	A		\$2,724.00	\$3,156.00	2
PARK AND RECREATION SPECIALIST	BV55		1068	B		\$3,380.00	\$4,108.00	2
PARK AND RECREATION SPECIALIST	BV55		1068	C		\$4,061.00	\$4,937.00	2
PATIENT BENEFIT AND INSURANCE OFFICER I	VM86		8662	A		\$3,793.00	\$4,610.00	2
PATIENT BENEFIT AND INSURANCE OFFICER II (SPECIALIST)	VM83		8666			\$4,164.00	\$5,060.00	2
PAYROLL AUDITOR, DIVISION OF LABOR STANDARDS ENFORCEMENT	CU90		1782			\$2,631.00	\$3,197.00	2
PAYROLL SPECIALIST	KY65		1311	A		\$2,516.00	\$3,058.00	2
PAYROLL SPECIALIST	KY65		1311	B		\$2,895.00	\$3,520.00	2
PAYROLL SPECIALIST	KY65		1311	C		\$2,996.00	\$3,642.00	2

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
PAYROLL SPECIALIST	KY65	1311	D	\$3,236.00	\$3,933.00	2
PENSION PROGRAM ANALYST	JR32	5103	A	\$2,724.00	\$3,313.00	2
PENSION PROGRAM ANALYST	JR32	5103	B	\$2,950.00	\$3,586.00	2
PENSION PROGRAM ANALYST	JR32	5103	C	\$3,538.00	\$4,300.00	2
PERSONNEL SPECIALIST	KY45	1303	A	\$2,516.00	\$3,058.00	2
PERSONNEL SPECIALIST	KY45	1303	B	\$2,895.00	\$3,520.00	2
PERSONNEL SPECIALIST	KY45	1303	C	\$2,996.00	\$3,642.00	2
PERSONNEL SPECIALIST	KY45	1303	D	\$3,236.00	\$3,933.00	2
PERSONNEL TECHNICIAN I	KY98	5160	A	\$2,329.00	\$2,831.00	2
PERSONNEL TECHNICIAN I	KY98	5160	B	\$2,724.00	\$3,313.00	2
PERSONNEL TECHNICIAN II (SPECIALIST)	KY97	5161		\$3,155.00	\$3,837.00	2
PESTICIDE USE SPECIALIST	AH50	0471	A	\$2,957.00	\$3,592.00	2
PESTICIDE USE SPECIALIST	AH50	0471	B	\$3,541.00	\$4,305.00	2
PHOTOGRAPHER	FK30	2845		\$2,950.00	\$3,586.00	2
PHYSICAL TESTING AND EVALUATION SPECIALIST	LA75	4963		\$2,950.00	\$3,586.00	2
PLANNER	JW16	4644	A	\$2,950.00	\$3,586.00	2
PLANNER	JW16	4644	B	\$3,538.00	\$4,300.00	2
PLANNER I.- ENERGY FACILITY SITING	JX84	4734		\$4,255.00	\$5,172.00	2
PLANNER II-ENERGY FACILITY SITING	JX82	4756		\$4,674.00	\$5,681.00	2
POLITICAL REFORM CONSULTANT I, FAIR POLITICAL PRACTICES	KB74	1805		\$4,255.00	\$5,172.00	2
COMMISSION						
POLITICAL REFORM CONSULTANT II, FAIR POLITICAL PRACTICES	KB72	1816		\$4,674.00	\$5,681.00	2
COMMISSION						
POLITICAL REFORM PROGRAM SENIOR SPECIALIST	KA56	1824		\$4,674.00	\$5,681.00	2
POLITICAL REFORM PROGRAM SPECIALIST	KA55	1822		\$4,255.00	\$5,172.00	2
PRINCIPAL COMPLIANCE REPRESENTATIVE, FRANCHISE TAX BOARD	J190	8622		\$4,674.00	\$5,681.00	2
PROCESSING FRUIT AND VEGETABLE INSPECTOR I (SEASONAL)	AC60	0054		\$13.94	\$15.38	2
PROCESSING FRUIT AND VEGETABLE INSPECTOR II (SEASONAL)	AC50	0052		\$15.17	\$16.72	2
PROCESSING FRUIT AND VEGETABLE INSPECTOR III (SEASONAL)	AC45	0051		\$16.51	\$18.21	2
PROCESSING FRUIT AND VEGETABLE INSPECTOR IV (PERMANENT INTERMITTENT)	AC65	3523		\$18.01	\$19.85	2
PRODUCTS MANAGEMENT SPECIALIST, PRISON INDUSTRIES	RA50	7113		\$5,153.00	\$6,264.00	E
PROGRAM EVALUATOR SPECIALIST (INFORMATION SYSTEMS)	JC65	4084		\$4,678.00	\$5,686.00	2
PROGRAM EVALUATOR, CALPERS	JC45	4057	A	\$3,004.00	\$3,312.00	2
PROGRAM EVALUATOR, CALPERS	JC45	4057	B	\$3,099.00	\$3,586.00	2
PROGRAM EVALUATOR, CALPERS	JC45	4057	C	\$3,715.00	\$4,516.00	2

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Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
PROGRAM SPECIALIST AGRICULTURAL CHEMICALS	AG10	0380		\$4,568.00	\$5,554.00	2
PROGRAM SPECIALIST I, FRANCHISE TAX BOARD	J146	4364		\$4,909.00	\$5,965.00	2
PROGRAM SPECIALIST II, FRANCHISE TAX BOARD	J142	4365		\$5,390.00	\$6,551.00	2
PROGRAM SPECIALIST III, FRANCHISE TAX BOARD	J141	4366		\$6,552.00	\$7,223.00	E
PROGRAM SPECIALIST, FEED, FERTILIZER AND LIVESTOCK DRUGS	AG80	0355		\$4,568.00	\$5,554.00	2
PROGRAM SPECIALIST, PEST MANAGEMENT	AG90	0381		\$4,669.00	\$5,676.00	2
PROGRAM SYSTEMS ANALYST	LM48	7736	A	\$3,004.00	\$3,312.00	2
PROGRAM SYSTEMS ANALYST	LM48	7736	B	\$3,099.00	\$3,586.00	2
PROGRAM SYSTEMS ANALYST	LM48	7736	C	\$3,715.00	\$4,516.00	2
PROGRAMMER APPRENTICE	LM36	1396	A	\$2,356.00	\$2,598.00	2
PROGRAMMER APPRENTICE	LM36	1396	B	\$2,547.00	\$2,808.00	2
PROGRAMMER APPRENTICE	LM36	1396	C	\$2,776.00	\$3,061.00	2
PROGRAMMER APPRENTICE	LM36	1396	D	\$3,080.00	\$3,395.00	2
PROGRAMMER I	LM34	1382	A	\$3,155.00	\$3,479.00	2
PROGRAMMER I	LM34	1382	B	\$3,253.00	\$3,765.00	2
PROGRAMMER II	LM30	1383		\$3,900.00	\$4,741.00	2
PROJECT MANAGER I, LITTLE HOOVER COMMISSION	LQ08	5424	A	\$4,674.00	\$5,681.00	E
PROJECT MANAGER I, LITTLE HOOVER COMMISSION	LQ08	5424	B	\$5,134.00	\$6,239.00	E
PROJECT MANAGER II, LITTLE HOOVER COMMISSION	LQ09	5431		\$5,639.00	\$6,854.00	E
PROMOTIONAL SPECIALIST, PRISON INDUSTRIES	MC40	5584		\$4,255.00	\$5,172.00	2
PROPERTY APPRAISER/INVESTIGATOR (OFFICE OF REAL ESTATE APPRAISERS)	KS80	5457		\$4,580.00	\$5,566.00	2
PUBLIC LAND MANAGEMENT SPECIALIST I	KS64	4367	A	\$3,155.00	\$3,479.00	2
PUBLIC LAND MANAGEMENT SPECIALIST I	KS64	4367	B	\$3,253.00	\$3,765.00	2
PUBLIC LAND MANAGEMENT SPECIALIST II	KS63	4368		\$3,715.00	\$4,516.00	2
PUBLIC LAND MANAGEMENT SPECIALIST III	KS62	4369		\$4,467.00	\$5,431.00	2
PUBLIC LAND MANAGEMENT SPECIALIST IV	KS61	4370		\$5,262.00	\$6,394.00	2
PUBLIC PARTICIPATION SPECIALIST, DEPARTMENT OF HEALTH SERVICES	MA08	5373		\$4,255.00	\$5,172.00	2
PUBLIC UTILITIES REGULATORY ANALYST I	LT40	4592	A	\$2,842.00	\$3,455.00	2
PUBLIC UTILITIES REGULATORY ANALYST I	LT40	4592	B	\$3,080.00	\$3,743.00	2
PUBLIC UTILITIES REGULATORY ANALYST I	LT40	4592	C	\$3,700.00	\$4,499.00	2
PUBLIC UTILITIES REGULATORY ANALYST II	LT35	4593		\$4,459.00	\$5,418.00	2
PUBLIC UTILITIES REGULATORY ANALYST III	LT30	4611		\$4,897.00	\$5,954.00	2
PUBLIC UTILITIES REGULATORY ANALYST IV	LT25	4615		\$5,378.00	\$6,537.00	2
PUBLIC UTILITIES REGULATORY ANALYST V	LT20	4616		\$5,909.00	\$7,181.00	2
PUBLIC UTILITY FINANCIAL EXAMINER II	JG26	4508		\$3,700.00	\$4,499.00	2



Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
PUBLIC UTILITY FINANCIAL EXAMINER III	JG24	4502		\$4,459.00	\$5,418.00	2
PUBLIC UTILITY FINANCIAL EXAMINER IV	JG22	4499		\$5,378.00	\$6,537.00	2
PUBLICATIONS SPECIALIST, DEPARTMENT OF JUSTICE	MC05	5618		\$4,255.00	\$5,172.00	2
PURCHASING SPECIFICATIONS ANALYST	KP50	4889		\$4,459.00	\$5,418.00	2
QUALITY ASSURANCE MANAGER, PRISON INDUSTRIES	QZ82	7145		\$4,568.00	\$5,554.00	2
RAIL TRANSPORTATION ASSISTANT	JX68	3189	A	\$3,004.00	\$3,312.00	2
RAIL TRANSPORTATION ASSISTANT	JX68	3189	B	\$3,099.00	\$3,586.00	2
RAIL TRANSPORTATION ASSISTANT	JX68	3189	C	\$3,715.00	\$4,516.00	2
RAIL TRANSPORTATION ASSOCIATE	JX66	3188		\$4,568.00	\$5,554.00	2
REAL ESTATE EXAMINATION TECHNICIAN	LA55	4297	A	\$2,329.00	\$2,831.00	2
REAL ESTATE EXAMINATION TECHNICIAN	LA55	4297	B	\$2,724.00	\$3,313.00	2
REAL ESTATE LICENSE EXAMINER I	LA50	4298		\$3,538.00	\$4,300.00	2
REAL ESTATE LICENSE EXAMINER II	LA45	4299		\$4,255.00	\$5,172.00	2
REAL ESTATE OFFICER	KS74	9594	A	\$3,004.00	\$3,312.00	2
REAL ESTATE OFFICER	KS74	9594	B	\$3,099.00	\$3,586.00	2
REAL ESTATE OFFICER	KS74	9594	C	\$3,715.00	\$4,516.00	2
RECORDS MANAGEMENT ANALYST I	LE48	5250		\$3,538.00	\$4,300.00	2
RECORDS MANAGEMENT ANALYST II (SPECIALIST)	LE46	5265		\$4,255.00	\$5,172.00	2
RECYCLING SPECIALIST I	KC74	4689	A	\$3,174.00	\$3,858.00	2
RECYCLING SPECIALIST I	KC74	4689	B	\$3,761.00	\$4,572.00	2
RECYCLING SPECIALIST II	KC72	4690		\$4,478.00	\$5,443.00	2
RECYCLING SPECIALIST III (TECHNICAL)	KC70	4696		\$4,898.00	\$5,953.00	2
REGIONAL INTERPRETATIVE SPECIALIST	BU81	2788		\$4,061.00	\$4,937.00	2
REGISTRAR OF INTERPRETIVE COLLECTIONS	BT20	2806		\$4,061.00	\$4,937.00	2
REGISTRATION SPECIALIST (AGRICULTURAL CHEMICALS)	AG75	0113	A	\$2,776.00	\$3,373.00	2
REGISTRATION SPECIALIST (AGRICULTURAL CHEMICALS)	AG75	0113	B	\$3,155.00	\$3,837.00	2
REGISTRATION SPECIALIST (AGRICULTURAL CHEMICALS)	AG75	0113	C	\$3,615.00	\$4,395.00	2
REINSURANCE SPECIALIST	JC22	4416	A	\$4,467.00	\$5,431.00	2
REINSURANCE SPECIALIST	JC22	4416	B	\$4,674.00	\$5,681.00	2
RENTAL AGENT	KR75	8638		\$3,304.00	\$4,015.00	2
RESEARCH ANALYST I (DEMOGRAPHY)	LQ24	5807	A	\$3,004.00	\$3,312.00	2
RESEARCH ANALYST I (DEMOGRAPHY)	LQ24	5807	B	\$3,099.00	\$3,586.00	2
RESEARCH ANALYST I (DEMOGRAPHY)	LQ24	5807	C	\$3,715.00	\$4,516.00	2
RESEARCH ANALYST I (ECONOMICS)	LQ23	5791	A	\$3,004.00	\$3,312.00	2
RESEARCH ANALYST I (ECONOMICS)	LQ23	5791	B	\$3,099.00	\$3,586.00	2
RESEARCH ANALYST I (ECONOMICS)	LQ23	5791	C	\$3,715.00	\$4,516.00	2
RESEARCH ANALYST I (GEOGRAPHIC INFORMATION SYSTEMS)	LQ25	7416	A	\$3,004.00	\$3,312.00	2

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**Class Title**                      **Schem**    **Class CD**    **ALT** **RG**    **MIN SAL**    **MAX SAL**    **WWG**

Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
RESEARCH ANALYST I (GEOGRAPHIC INFORMATION SYSTEMS)	LQ25	7416	B	\$3,099.00	\$3,586.00	2
RESEARCH ANALYST I (GEOGRAPHIC INFORMATION SYSTEMS)	LQ25	7416	C	\$3,715.00	\$4,516.00	2
RESEARCH ANALYST I (SOCIAL/BEHAVIORAL)	LQ22	5859	A	\$3,004.00	\$3,312.00	2
RESEARCH ANALYST I (SOCIAL/BEHAVIORAL)	LQ22	5859	B	\$3,099.00	\$3,586.00	2
RESEARCH ANALYST I (SOCIAL/BEHAVIORAL)	LQ22	5859	C	\$3,715.00	\$4,516.00	2
RESEARCH ANALYST I -GENERAL-	LQ20	5729	A	\$3,004.00	\$3,312.00	2
RESEARCH ANALYST I -GENERAL-	LQ20	5729	B	\$3,099.00	\$3,586.00	2
RESEARCH ANALYST I -GENERAL-	LQ20	5729	C	\$3,715.00	\$4,516.00	2
RESEARCH ANALYST II (DEMOGRAPHY)	LQ14	5809		\$4,467.00	\$5,431.00	2
RESEARCH ANALYST II (ECONOMICS)	LQ13	5792		\$4,467.00	\$5,431.00	2
RESEARCH ANALYST II (GEOGRAPHIC INFORMATION SYSTEMS)	LQ15	7417		\$4,467.00	\$5,431.00	2
RESEARCH ANALYST II -GENERAL-	LQ10	5731	A	\$4,467.00	\$5,431.00	2
RESEARCH ANALYST II -SOCIAL/BEHAVIORAL-	LQ12	5732		\$4,467.00	\$5,431.00	2
RESEARCH PROGRAM SPECIALIST I	LQ80	5742		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I (DEMOGRAPHY)	LQ83	5833		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I (ECONOMICS)	LQ90	5830	A	\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I (FIRE AND FUELS)	LQ91	5832		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I (GEOGRAPHIC INFORMATION SYSTEMS)	LQ93	7418		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I (HEALTH)	LQ88	5893		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I (MENTAL HEALTH)	LQ84	5619		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST I -SOCIAL/BEHAVIORAL-	LQ82	5756		\$4,674.00	\$5,681.00	2
RESEARCH PROGRAM SPECIALIST II	LQ70	5758		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (DEMOGRAPHY)	LQ77	5771		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (ECONOMICS)	LQ73	5835	A	\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (FIRE AND FUELS)	LQ74	5836		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (GEOGRAPHIC INFORMATION SYSTEMS)	LQ79	7419		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (MENTAL HEALTH)	LQ76	5620		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (OCCUPATIONAL HEALTH PHARMACOLOGY/TOXICOLOGY)	LQ75	5723		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II (SOIL EROSION)	LQ71	6001		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II -HEALTH-	LQ78	5764		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST II -SOCIAL/BEHAVIORAL-	LQ72	5767		\$5,134.00	\$6,239.00	E
RESEARCH PROGRAM SPECIALIST III (DEMOGRAPHY)	LQ67	5770		\$5,639.00	\$6,854.00	E
RESEARCH PROGRAM SPECIALIST III (GEOGRAPHIC INFORMATION SYSTEMS)	LQ66	7420		\$5,639.00	\$6,854.00	E

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RESEARCH PROGRAM SPECIALIST III (RESOURCE ECONOMICAL OPERATIONS RESEARCH)  
 RESEARCH PROGRAM SPECIALIST III (SOIL VEGETATION)  
 RESEARCH PROGRAM SPECIALIST III (TRANSPORTATION ECONOMICS)  
 RESEARCH WRITER  
 RETIREMENT PROGRAM SPECIALIST I  
 RETIREMENT PROGRAM SPECIALIST I  
 RETIREMENT PROGRAM SPECIALIST I  
 RETIREMENT PROGRAM SPECIALIST II (TECHNICAL)  
 RIGHT OF WAY AGENT  
 RIGHT OF WAY AGENT  
 SAFETY SPECIALIST, CALTRANS  
 SAFETY SPECIALIST, CALTRANS  
 SAFETY SPECIALIST, CALTRANS  
 SALES REPRESENTATIVE, PRISON INDUSTRIES  
 SCHOOL FACILITIES PROGRAM ANALYST I  
 SCHOOL FACILITIES PROGRAM ANALYST I  
 SCHOOL FACILITIES PROGRAM ANALYST I  
 SCHOOL FACILITIES PROGRAM ANALYST II  
 SEISMIC SAFETY PLANNING SPECIALIST  
 SENIOR ACCOUNTING OFFICER (SPECIALIST)  
 SENIOR ACTUARIAL ASSISTANT, CALPERS  
 SENIOR ACTUARIAL STATISTICIAN  
 SENIOR ACTUARIAL STATISTICIAN  
 SENIOR CASUALTY ACTUARY  
 SENIOR CASUALTY ACTUARY  
 SENIOR CLAIM AUDITOR  
 SENIOR COMPLIANCE REPRESENTATIVE, FRANCHISE TAX BOARD  
 SENIOR CONSULTANT, STUDENT LOAN AND GRANT PROGRAMS, CALIFORNIA STUDENT AID COMMISSION  
 SENIOR ELECTRONIC DATA PROCESSING ACQUISITION SPECIALIST (TECHNICAL)  
 SENIOR FINANCIAL INSTITUTIONS EXAMINER  
 SENIOR FISCAL SYSTEMS ANALYST, CALTRANS (SPECIALIST)  
 SENIOR INFORMATION SYSTEMS ANALYST (SPECIALIST)

Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
LQ61	5861		\$5,639.00	\$6,854.00	E
LQ63	6012		\$5,639.00	\$6,854.00	E
LQ65	5733		\$5,639.00	\$6,854.00	E
MC30	5617		\$4,255.00	\$5,172.00	2
JR30	5203	A	\$2,724.00	\$3,313.00	2
JR30	5203	B	\$2,950.00	\$3,586.00	2
JR30	5203	C	\$3,538.00	\$4,300.00	2
JR25	5188		\$4,255.00	\$5,172.00	2
KR59	4959	A	\$3,004.00	\$3,479.00	2
KR59	4959	B	\$3,715.00	\$4,516.00	2
IH11	9807	A	\$2,950.00	\$3,586.00	2
IH11	9807	B	\$3,638.00	\$4,300.00	2
IH11	9807	C	\$4,255.00	\$5,172.00	2
QZ74	7149		\$4,785.00	\$5,817.00	2
JP18	2710	A	\$2,724.00	\$3,313.00	2
JP18	2710	B	\$2,950.00	\$3,586.00	2
JP18	2710	C	\$3,538.00	\$4,300.00	2
JP16	4244		\$4,255.00	\$5,172.00	2
JW40	4743		\$5,134.00	\$6,239.00	E
JL22	4567	A	\$4,255.00	\$5,172.00	2
LP63	5632		\$4,674.00	\$5,681.00	E
LP65	6079	A	\$4,674.00	\$5,681.00	2
LP65	6079	B	\$5,134.00	\$6,239.00	2
LP23	6085	A	\$7,415.00	\$9,014.00	E
LP23	6085	B	\$8,098.00	\$9,842.00	E
CU20	1765		\$2,992.00	\$3,636.00	2
J194	8620		\$4,467.00	\$5,431.00	2
JQ30	4652		\$5,639.00	\$6,854.00	E
LL30	1368		\$5,388.00	\$6,548.00	E
JA15	4102		\$5,378.00	\$6,537.00	2
JM17	2252		\$5,389.00	\$6,549.00	E
LM82	1337	A	\$5,388.00	\$6,548.00	E

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Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
SENIOR INSTRUCTIONAL DESIGNER (TECHNOLOGY), COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING	LC60	2948		\$5,134.00	\$6,239.00	E
SENIOR INSTRUCTIONAL SYSTEMS ENGINEER, COMMISSION ON PEACE OFFICER STANDARDS	LM24	2950		\$4,909.00	\$5,965.00	E
SENIOR INSURANCE EXAMINER (SPECIALIST)	JC16	4410	A	\$5,134.00	\$6,239.00	2
SENIOR INSURANCE EXAMINER (SPECIALIST)	JC16	4410	B	\$5,639.00	\$6,854.00	2
SENIOR INSURANCE EXAMINER (SPECIALIST)	JC16	4410	C	\$5,639.00	\$6,854.00	2
SENIOR INSURANCE EXAMINER (SPECIALIST)	JC16	4410	D	\$6,193.00	\$7,528.00	2
SENIOR INSURANCE RATE ANALYST	JC34	4435	A	\$5,134.00	\$6,239.00	2
SENIOR INSURANCE RATE ANALYST	JC34	4435	B	\$5,639.00	\$6,854.00	2
SENIOR LAND AGENT (SPECIALIST)	KS45	4998		\$5,262.00	\$6,396.00	2
SENIOR LEGAL ANALYST	JY60	5333	A	\$4,467.00	\$5,431.00	2
SENIOR LIFE ACTUARY	LP33	6086	A	\$7,415.00	\$9,014.00	E
SENIOR LIFE ACTUARY	LP33	6086	B	\$8,098.00	\$9,842.00	E
SENIOR MARKETING SPECIALIST	AR25	0212	A	\$4,255.00	\$5,172.00	2 E
SENIOR MARKETING SPECIALIST, CALIFORNIA STATE LOTTERY	KB25	9073		\$5,153.00	\$6,264.00	2
SENIOR OPERATIONS SPECIALIST, FRANCHISE TAX BOARD	JY80	5346		\$5,134.00	\$6,239.00	E
SENIOR PAYROLL SPECIALIST	KY60	1315		\$3,538.00	\$4,300.00	2
SENIOR PENSION ACTUARY	LP56	5461		\$8,231.00	\$10,004.00	E
SENIOR PERSONNEL SPECIALIST	KY36	1317	A	\$3,538.00	\$4,300.00	2
SENIOR PESTICIDE USE SPECIALIST	AH40	0472		\$4,259.00	\$5,176.00	2
SENIOR PHOTOGRAPHER	FK25	2843		\$3,380.00	\$4,108.00	2
SENIOR PLANNER (SPECIALIST)	JW10	4636		\$5,134.00	\$6,239.00	E
SENIOR PROGRAM SYSTEMS ANALYST (SPECIALIST)	LM40	7740		\$5,134.00	\$6,239.00	2
SENIOR PROGRAMMER ANALYST (SPECIALIST)	LM12	1583	A	\$5,388.00	\$6,548.00	E
SENIOR PROPERTY APPRAISER	KT42	5010	A	\$5,134.00	\$6,239.00	E
SENIOR PROPERTY APPRAISER/INVESTIGATOR (OFFICE OF REAL ESTATE APPRAISERS)	KS85	5458		\$5,262.00	\$6,395.00	2
SENIOR PROPERTY AUDITOR-APPRAISER	KT72	5024		\$5,134.00	\$6,239.00	2
SENIOR SAFETY SPECIALIST, CALTRANS	IH12	9808	A	\$4,909.00	\$5,965.00	E
SENIOR SPECIALIST PROPERTY APPRAISER (BOARD OF EQUALIZATION)	KT54	5449		\$5,134.00	\$6,239.00	2
SENIOR SPECIALIST PROPERTY AUDITOR APPRAISER (BOARD OF EQUALIZATION)	KT60	5453		\$5,134.00	\$6,239.00	2
SENIOR TAX COMPLIANCE REPRESENTATIVE (SPECIALIST)	JJ64	8687		\$4,467.00	\$5,431.00	2
SENIOR WORKERS' COMPENSATION CLAIMS ADJUSTER	WH69	9326		\$4,467.00	\$5,431.00	2
SENIOR WORKERS' COMPENSATION COMPLIANCE OFFICER	WO03	9339		\$4,674.00	\$5,681.00	2

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Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
SENIOR WORKERS' COMPENSATION INSURANCE REPRESENTATIVE	WH72	9328		\$4,467.00	\$5,431.00	2
SENIOR WORKERS' COMPENSATION PAYROLL AUDITOR	WH67	9324		\$4,098.00	\$4,979.00	2
SMALL BUSINESS ASSISTANT I	KD30	5719		\$2,156.00	\$2,621.00	2
SMALL BUSINESS ASSISTANT II	KD25	5718		\$2,277.00	\$2,768.00	2
SPACE PLANNER	KK45	4771	A	\$3,004.00	\$3,312.00	2
SPACE PLANNER	KK45	4771	B	\$3,099.00	\$3,586.00	2
SPACE PLANNER	KK45	4771	C	\$3,715.00	\$4,516.00	2
STAFF DEVELOPMENT SPECIALIST, CALIFORNIA TRADE AND COMMERCE AGENCY	KD71	6271		\$4,909.00	\$5,965.00	2
STAFF ELECTRONIC DATA PROCESSING ACQUISITION SPECIALIST	LL40	1361		\$4,898.00	\$5,955.00	2
STAFF FISCAL SYSTEMS ANALYST, CALTRANS (SPECIALIST)	JM15	2250		\$4,909.00	\$5,965.00	E
STAFF HEALTH CARE SERVICE PLAN ANALYST	K174	8406		\$4,674.00	\$5,681.00	2
STAFF INFORMATION SYSTEMS ANALYST (SPECIALIST)	LM86	1312	A	\$4,898.00	\$5,955.00	2
STAFF LOAN OFFICER (SPECIALIST)	JT30	7481		\$4,909.00	\$5,965.00	2
STAFF LOAN OFFICER (TRADE FINANCE)	JT20	7483		\$4,909.00	\$5,965.00	2
STAFF MANAGEMENT AUDITOR (SPECIALIST), STATE CONTROLLER'S OFFICE	LE25	4155		\$4,674.00	\$5,681.00	2
STAFF MENTAL HEALTH SPECIALIST	K144	8325		\$4,674.00	\$5,681.00	E
STAFF OPERATIONS SPECIALIST, FRANCHISE TAX BOARD	JY82	5335		\$4,674.00	\$5,681.00	2
STAFF PROGRAM EVALUATOR SPECIALIST (INFORMATION SYSTEMS), CALPERS	JC60	4085		\$5,157.00	\$6,269.00	2
STAFF PROGRAM EVALUATOR, CALPERS	JC30	4061		\$4,674.00	\$5,681.00	2
STAFF PROGRAM SYSTEMS ANALYST (SPECIALIST)	LM44	7738		\$4,674.00	\$5,681.00	2
STAFF PROGRAMMER ANALYST (SPECIALIST)	LM16	1581	A	\$4,898.00	\$5,955.00	2
STAFF REAL ESTATE OFFICER	KS72	9596		\$4,674.00	\$5,681.00	2
STAFF SERVICES ANALYST (GENERAL)	JY20	5157	A	\$2,724.00	\$3,313.00	2
STAFF SERVICES ANALYST (GENERAL)	JY20	5157	B	\$2,950.00	\$3,586.00	2
STAFF SERVICES ANALYST (GENERAL)	JY20	5157	C	\$3,538.00	\$4,300.00	2
STAFF SERVICES ANALYST, FAIR POLITICAL PRACTICES COMMISSION	KB85	5697	A	\$2,724.00	\$3,313.00	2
STAFF SERVICES ANALYST, FAIR POLITICAL PRACTICES COMMISSION	KB85	5697	B	\$2,950.00	\$3,586.00	2
STAFF SERVICES ANALYST, FAIR POLITICAL PRACTICES COMMISSION	KB85	5697	C	\$3,538.00	\$4,300.00	2
STAFF SERVICES MANAGEMENT AUDITOR	LE30	5841	A	\$3,004.00	\$3,312.00	2
STAFF SERVICES MANAGEMENT AUDITOR	LE30	5841	B	\$3,099.00	\$3,586.00	2

Class Title	Schem	Class	CD	ALT	RG	MIN SAL	MAX SAL	WWG
	CD							
STAFF SERVICES MANAGEMENT AUDITOR	LE30	5841	C			\$3,715.00	\$4,516.00	2
STAFF SPACE PLANNER	KK20	4716				\$4,674.00	\$5,681.00	2
STAFF TAX AUDITOR, BOARD OF EQUALIZATION	JH45	4282				\$4,674.00	\$5,681.00	2
STATE FINANCIAL EXAMINER II	JA60	4136				\$3,715.00	\$4,516.00	2
STATE FINANCIAL EXAMINER III	JA50	4133				\$4,467.00	\$5,431.00	2
STATE HISTORIAN I	BU70	2801				\$3,380.00	\$4,108.00	2
STATE HISTORIAN II	BU60	2800				\$4,264.00	\$5,182.00	2
STATE PARK INTERPRETER ASSISTANT (PERMANENT INTERMITTENT)	BU48	2825				\$13.92	\$16.93	2
STATE PARK INTERPRETER I	BU46	2826				\$3,380.00	\$4,108.00	2
STATE PARK INTERPRETER II	BU44	2827				\$3,877.00	\$4,714.00	2
STATE PARK LAND OFFICER (SPECIALIST)	KS21	5109				\$4,674.00	\$5,681.00	2
STATISTICAL METHODS ANALYST I	LX34	5556				\$2,968.00	\$3,608.00	2
STATISTICAL METHODS ANALYST II	LX32	5555				\$3,700.00	\$4,499.00	2
STATISTICAL METHODS ANALYST III	LX30	5553				\$4,459.00	\$5,418.00	2
SURPLUS PROPERTY OFFICER	KQ30	4917				\$3,877.00	\$4,714.00	2
SYSTEMS SOFTWARE SPECIALIST I (TECHNICAL)	LM60	1587	A			\$4,897.00	\$5,954.00	2
SYSTEMS SOFTWARE SPECIALIST II (TECHNICAL)	LM55	1373	A			\$5,378.00	\$6,537.00	E
SYSTEMS SOFTWARE SPECIALIST III (TECHNICAL)	LM50	1367				\$5,909.00	\$7,181.00	E
TAHOE CONSERVANCY PROGRAM ANALYST I	JW84	2087				\$3,538.00	\$4,300.00	2
TAHOE CONSERVANCY PROGRAM ANALYST II	JW82	2088				\$4,255.00	\$5,172.00	2
TAX AUDITOR II, EMPLOYMENT DEVELOPMENT DEPARTMENT	JJ50	4340				\$3,715.00	\$4,516.00	2
TAX AUDITOR III, EMPLOYMENT DEVELOPMENT DEPARTMENT	JJ40	4339				\$4,467.00	\$5,431.00	2
TAX AUDITOR IV, EMPLOYMENT DEVELOPMENT DEPARTMENT	JJ35	4341				\$4,674.00	\$5,681.00	2
TAX AUDITOR, BOARD OF EQUALIZATION	JH53	4267	A			\$3,004.00	\$3,653.00	2
TAX AUDITOR, BOARD OF EQUALIZATION	JH53	4267	B			\$3,715.00	\$4,516.00	2
TAX AUDITOR, FRANCHISE TAX BOARD	JI61	4362	A			\$3,004.00	\$3,653.00	2
TAX AUDITOR, FRANCHISE TAX BOARD	JI61	4362	B			\$3,715.00	\$4,516.00	2
TAX COMPLIANCE REPRESENTATIVE	JJ66	8695	A			\$3,004.00	\$3,312.00	2
TAX COMPLIANCE REPRESENTATIVE	JJ66	8695	B			\$3,099.00	\$3,586.00	2
TAX COMPLIANCE REPRESENTATIVE	JJ66	8695	C			\$3,715.00	\$4,516.00	2
TAX RESEARCH SPECIALIST I	LQ06	5023				\$4,674.00	\$5,681.00	E
TAX RESEARCH SPECIALIST II	LQ05	5030				\$5,134.00	\$6,239.00	E
TAX RESEARCH SPECIALIST III	LQ04	5036				\$5,639.00	\$6,854.00	E
TAX TECHNICIAN, FRANCHISE TAX BOARD	JI98	7505	A			\$2,413.00	\$2,934.00	2
TAX TECHNICIAN, FRANCHISE TAX BOARD	JI98	7505	B			\$2,724.00	\$3,313.00	2
TELECOMMUNICATIONS SYSTEMS ANALYST I	LE92	5170	A			\$2,724.00	\$3,313.00	2

Class Title	Schem	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
TELECOMMUNICATIONS SYSTEMS ANALYST I	LE92	5170	B	\$2,950.00	\$3,586.00	2
TELECOMMUNICATIONS SYSTEMS ANALYST I	LE92	5170	C	\$3,538.00	\$4,300.00	2
TELECOMMUNICATIONS SYSTEMS ANALYST II	LE90	5171		\$4,255.00	\$5,172.00	2
TELECOMMUNICATIONS SYSTEMS MANAGER I (SPECIALIST)	LE86	5135		\$4,674.00	\$5,681.00	2
TELEVISION ASSISTANT	MD40	5574		\$3,538.00	\$4,300.00	2
TELEVISION SPECIALIST	MD35	5571		\$4,255.00	\$5,172.00	2
TEST VALIDATION AND DEVELOPMENT SPECIALIST I	LA35	5183		\$3,538.00	\$4,300.00	2
TEST VALIDATION AND DEVELOPMENT SPECIALIST II	LA30	5168		\$4,255.00	\$5,172.00	2
TOTALISATOR SYSTEMS EXAMINER	JE70	4141		\$4,674.00	\$5,681.00	E
TRAINING OFFICER I	LC30	5197	A	\$4,255.00	\$5,172.00	2
TRANSLATOR	MC85	5624		\$2,950.00	\$3,586.00	2
TRANSPORTATION ANALYST	JG40	4513	A	\$3,004.00	\$3,312.00	2
TRANSPORTATION ANALYST	JG40	4513	B	\$3,099.00	\$3,586.00	2
TRANSPORTATION ANALYST	JG40	4513	C	\$3,715.00	\$4,516.00	2
TRANSPORTATION ANALYST, DEPARTMENT OF GENERAL SERVICES	JG75	4465		\$3,538.00	\$4,300.00	2
TRANSPORTATION PLANNER	JX77	4768	A	\$3,004.00	\$3,312.00	2
TRANSPORTATION PLANNER	JX77	4768	B	\$3,099.00	\$3,586.00	2
TRANSPORTATION PLANNER	JX77	4768	C	\$3,715.00	\$4,516.00	2
TRANSPORTATION RATE SPECIALIST, DEPARTMENT OF GENERAL SERVICES	JG78	4464	A	\$2,724.00	\$3,313.00	2
TRANSPORTATION RATE SPECIALIST, DEPARTMENT OF GENERAL SERVICES	JG78	4464	B	\$2,950.00	\$3,586.00	2
VETERANS CLAIMS REPRESENTATIVE I	XU62	9973	A	\$2,724.00	\$3,156.00	2
VETERANS CLAIMS REPRESENTATIVE I	XU62	9973	B	\$2,950.00	\$3,586.00	2
VETERANS CLAIMS REPRESENTATIVE II	XU60	9967		\$3,700.00	\$4,499.00	2
VICTIM COMPENSATION SPECIALIST	WF70	9247	A	\$2,756.00	\$3,349.00	2
VICTIM COMPENSATION SPECIALIST	WF70	9247	B	\$3,115.00	\$3,788.00	2
VICTIM COMPENSATION SPECIALIST	WF70	9247	C	\$3,389.00	\$4,119.00	2
VOCATIONAL RESOURCE SPECIALIST	WD40	9150		\$3,538.00	\$4,300.00	2
WELFARE FRAUD PREVENTION COORDINATOR	JP50	4228		\$4,674.00	\$5,681.00	E
WORKERS' COMPENSATION ASSISTANT	WF40	9491	A	\$2,724.00	\$3,313.00	2
WORKERS' COMPENSATION ASSISTANT	WF40	9491	B	\$2,950.00	\$3,586.00	2
WORKERS' COMPENSATION ASSISTANT	WF40	9491	C	\$3,538.00	\$4,300.00	2
WORKERS' COMPENSATION CLAIMS ADJUSTER	WH68	9325	A	\$3,004.00	\$3,312.00	2
WORKERS' COMPENSATION CLAIMS ADJUSTER	WH68	9325	B	\$3,099.00	\$3,765.00	2
WORKERS' COMPENSATION CLAIMS ADJUSTER	WH68	9325	C	\$4,098.00	\$4,979.00	2

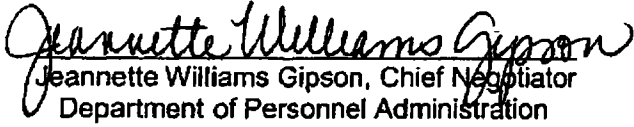
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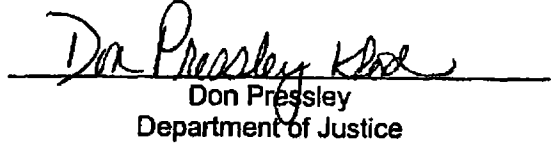
Class Title	Schem CD	Class CD	ALT RG	MIN SAL	MAX SAL	WWG
WORKERS' COMPENSATION COMPLIANCE OFFICER	WO04	9338		\$4,467.00	\$5,431.00	2
WORKERS' COMPENSATION CONSULTANT	WF35	9210		\$4,061.00	\$4,937.00	2
WORKERS' COMPENSATION INSURANCE REPRESENTATIVE	WH71	9327	A	\$3,004.00	\$3,312.00	2
WORKERS' COMPENSATION INSURANCE REPRESENTATIVE	WH71	9327	B	\$3,099.00	\$3,765.00	2
WORKERS' COMPENSATION INSURANCE REPRESENTATIVE	WH71	9327	C	\$4,098.00	\$4,979.00	2
WORKERS' COMPENSATION INSURANCE TECHNICIAN	WH80	9336	A	\$2,484.00	\$3,019.00	2
WORKERS' COMPENSATION INSURANCE TECHNICIAN	WH80	9336	B	\$2,888.00	\$3,511.00	2
WORKERS' COMPENSATION PAYROLL AUDITOR	WH66	9323	A	\$3,004.00	\$3,312.00	2
WORKERS' COMPENSATION PAYROLL AUDITOR	WH66	9323	B	\$3,253.00	\$3,955.00	2
WORKERS' COMPENSATION REHABILITATION CONSULTANT	WO07	9514		\$4,255.00	\$5,172.00	2

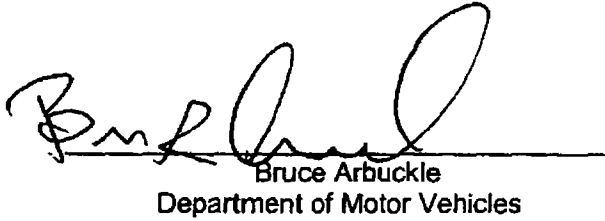


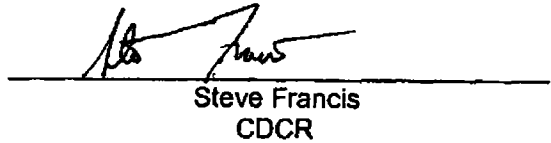
UNIT 1 SIGNATURE PAGE

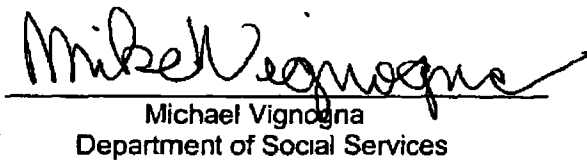
FOR THE STATE OF CALIFORNIA

  
Jeannette Williams Gipson, Chief Negotiator  
Department of Personnel Administration


  
Don Pressley  
Department of Justice

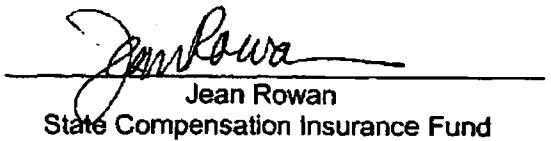
  
Bruce Arbuckle  
Department of Motor Vehicles

  
Steve Francis  
CDCR


  
Michael Vignogna  
Department of Social Services

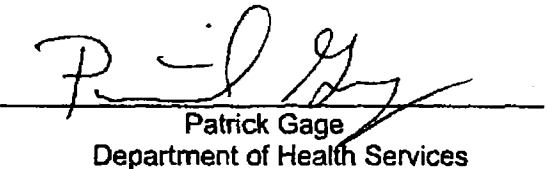
  
Lisa Torres  
Employment Development Department

  
Ray Kelley  
Franchise Tax Board

  
Jean Rowan  
State Compensation Insurance Fund

  
Gerard Anderson  
State Controller's Office

  
Norma McGinnis  
California State Lottery Commission

  
Patrick Gage  
Department of Health Services

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**Service Employees International Union, Local 1000**

Unit 01-Professional, Administrative, Financial and Staff Services

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Margarita Maldonado, Chair  
Department of Justice

Adrienne Suffin

Adrienne Suffin, Vice Chair  
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CDCR, Adult

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Brenda Modkins  
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State Compensation Insurance Fund

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Kathleen O'Connor  
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Jean Troutman-Poole  
Senior Labor Relations Representative