UAPD

Union of American Physicians and Dentists

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Agreement

between

The State of California

and

Union of American Physicians and Dentists (UAPD)

covering

Bargaining Unit 16 Physicians, Dentists & Podiatrists

effective

July 1, 2025 *through* July 1, 2028

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UNION OF AMERICAN PHYSICIANS AND DENTISTS
BARGAINING UNIT 16
PHYSICIANS, DENTISTS AND PODIATRISTS

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PREAMBLE

This AGREEMENT, hereafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to Sections 19815.5 and 3517 of the Government Code, and the UNION OF AMERICAN PHYSICIANS AND DENTISTS, hereafter referred to as UAPD, has as its purpose the promotion of harmonious labor relations between the State and UAPD; 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.

The term "Agreement" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

ARTICLE 1 - RECOGNITION

A. Pursuant to the Public Employment Relations Board Case No. S-SR-16, the State recognizes UAPD as the exclusive negotiating agent for all employees in Bargaining Unit 16 covering the Physicians, Dentists, and Podiatrists.

B. Pursuant to Government Code Sections 19815.5 and 3517, UAPD recognizes the Director of the California Department of Human Resources or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

C. All official notices to UAPD, for purposes of this Agreement, shall be sent to 520 Capitol Mall, Suite 220, Sacramento, CA 95814.

ARTICLE 2 - UNIT ASSIGNMENT AND CLASSIFICATION

A. At such time that the State Personnel Board creates a new civil service class in State employment, the State shall mail a notice to UAPD of the unit assignment, if any, of such class. UAPD shall have thirty (30) calendar days after mailing of such notice to protest the State's unit assignment. If UAPD elects to protest, the State shall meet and confer with UAPD in an effort to reach agreement on the unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to the PERB for resolution. If UAPD does not protest the unit assignment within the 30-day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised.

B. The State agrees to notify UAPD of classification proposals that impact employees in Unit 16 prior to their submission to the State Personnel Board. UAPD agrees to notify the State of classification proposals that UAPD wishes to present to the State Personnel Board.

C. Upon the request of UAPD, the State agrees to meet and discuss classification proposals with the UAPD.

ARTICLE 3 - UAPD RIGHTS

3.1 Organizational Security

A. The State agrees to deduct and transmit to UAPD all membership dues authorized on a form provided by UAPD.

B. The State and UAPD agree that a system of authorized dues deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7, subject to the following provisions:

1. UAPD 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 Article and the deductions arising therefrom.

2. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

3.2 UAPD Information

Pursuant to Government Code Section 3558:

A. Within thirty (30) days of hire and every one hundred twenty (120) days thereafter, departments shall provide a bargaining unit list of all employees that includes employees' work, home, and personal cellular telephone numbers; and personal email address(es) on file with the employer.

B. In accordance with Government Code Section 7928.300, an employee may request that their home address, home telephone number, personal cellular telephone number, and personal email address(es) not be provided to the UAPD. The State shall not in any manner solicit new or current employees to request non-disclosure of this information. The State shall not provide a form to request non-disclosure of this information unless an employee personally requests it. It shall not be deemed a solicitation should the State receive a written or verbal inquiry on how to request non-disclosure and advises the employee of the option to request a form for non-disclosure.

C. Employee home address, home telephone number, personal cellular telephone number, and personal email address(es) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of home address, home telephone number, personal cellular telephone number, and personal email address(es), and shall not disclose or otherwise make, them available to any person, entity, or organization external to the UAPD and its affiliated organizations.

D. The State shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code Section 6207.

E. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth In Government Code Section 7928.300.

3.3 Stewards' Rights

A. The State recognizes and agrees to deal with the designated stewards of UAPD on all matters pertaining to grievances.

B. A written list of UAPD stewards serving each work location, including area of representation, broken down by department, shall be furnished to the State immediately after their designation, and UAPD shall notify the State promptly of any changes of such officers or stewards. UAPD stewards shall not be recognized by the State until such lists or changes thereto are received. There shall be no more than one UAPD steward per twelve (12) Unit 16 employees or major fraction (greater than 1/2) thereof in each work location.

C. Upon request of an aggrieved employee, a UAPD steward may investigate and assist in the presentation of the grievance, provided it is within close proximity of their regular work location. The steward shall be allowed reasonable time for the purpose of representing employees in Unit 16 during working hours without loss of compensation, subject to prior notification and approval by their immediate supervisor.

Such approval shall not be unreasonably withheld.

D. The parties recognize that it may be necessary for the Union to assign a steward an area of representation that includes multiple locations within close proximity of their regular work location.

3.4 Access to Employees

A. UAPD representatives have access to employees on matters related to the administration of this Agreement. Access shall not interfere with the work of the employees or with the rights of the clients. UAPD representatives must notify the department head or designee in advance of the visit. At the correctional facilities, Patton State Hospital, and Atascadero State Hospital, notice must be given at least 24 hours in advance.

B. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, patient care or privacy, or other business necessity. Access shall not be unreasonably withheld. If access to a particular work site is restricted, the State will provide an alternate site except in case of emergency.

3.5 Distribution of Literature

A. In accordance with Section 3.4 of this Article regarding the access to employees, UAPD representatives may distribute official UAPD literature. UAPD agrees that any literature distributed will not be libelous, obscene, defamatory, or of a partisan political nature.

B. UAPD shall hold the State employer harmless from any actions resulting from any materials posted or distributed by the UAPD.

3.6 Bulletin Boards

UAPD shall be allowed to use bulletin boards designated by the State in an area frequented by bargaining unit employees to post materials related to UAPD business. Any materials posted must be dated and initialed by the UAPD representative responsible for the posting, and a copy of all materials posted must be provided to the facility or office supervisor at the time of posting. UAPD agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted.

3.7 Use of State Facilities

The State will permit use of its facilities for UAPD meetings subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the designated State official. The UAPD agrees to leave such facilities in the condition in which they were found.

3.8 Fees and Assessments

UAPD may have deducted any monies labeled as dues, initiation fees and assessments.

3.9 Home Addresses

A. Consistent with the PERB regulation, the State shall provide to UAPD at their request, but not to exceed once a month, the home addresses of all employees covered by this Agreement.

B. UAPD agrees that any literature mailed to employees will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service that is not a part of a UAPD endorsed benefit program.

C. UAPD shall take all reasonable steps to ensure the security of the home addresses and shall not disclose or otherwise make available the home addresses to any organization other than UAPD or person other than a UAPD official.

D. UAPD agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any lawsuit instituted against the State arising from this Home Address Article.

E. UAPD agrees to pay the necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home address file.

3.10 Use of State Equipment

A. Except as provided by this Contract, no employee shall be permitted use of any State machine, equipment, or communication system, including but not limited to computer, virtual platform, photocopier, E-mail, voice mail, fax machine, for Union organizing or other Union purposes.

B. An employee may be permitted reasonable use of State telephones, State approved virtual platform, or E-mail for representation activities.

C. Use of State telephones, State approved virtual platform, or E-mail for representational activities shall not:

1. incur additional charges to the State;
2. interfere with the operations of the State;
3. contain language that is libelous, obscene, defamatory, or of a partisan political nature.

D. Any use of State time for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor in accordance with Section 3.3(C) of this agreement.

E. E-mail messages and virtual platforms are not considered private or secure information and are subject to being monitored by the department.

F. Employees who are UAPD officers or stewards shall be permitted minimal and incidental use of State E-mail to notify members of union meetings, announcements, updates, and events, as the department permits for other non-State business purposes.

3.11 UAPD Release Time

Subject to operational need, the State will allow a total of one hundred and four (104) hours of release time for UAPD officers and stewards per fiscal year. No department shall be required to allow an employee more than three (3) workdays of release time per fiscal year.

An employee on release time will continue to earn Sick Leave/Vacation or Annual Leave and Holiday Credits.

UAPD will provide notice to CalHR of the employee name, date, department and number of hours to be used. Notice will be provided to CalHR no less than three (3) working days prior to the time requested.

3.12 Employee Orientation

A. During any regularly scheduled orientation session for new unit 16 employees, a Union representative shall be given the opportunity to meet, and new employees shall be given the opportunity to attend a meeting with unit 16 employees for up to thirty (30) minutes for orientation of the employees to the Contract and the Union.

B. In work locations not accessible to regularly scheduled departmental orientation, a Union representative shall be given the opportunity to meet, and new unit 16 employees shall be given the opportunity to attend a meeting for up to thirty (30) minutes during normal working hours for orientation to the Contract and the Union.

C. It is understood that the thirty (30) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

D. The union shall receive not less than 10 days' notice in advance of a new employee orientation, except that a shorted notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

ARTICLE 4 - STATE RIGHTS

A. All State rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the State.

B. 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 set standards of service, to maintain the efficiency of State operations; to determine, consistent with Article 7 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; and to exercise complete control and discretion over its organization and technology of performing its work. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

C. This Agreement is not intended to, nor may be construed to, contravene the spirit or intent of the merit principle in State employment nor to limit the entitlements of State civil service employees provided by Article 7 of the State Constitution or By-laws and rules enacted thereto.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Non - Discrimination

A. The State and UAPD agree that no State employee shall be discriminated against or harassed in State employment consistent with applicable State and Federal Employment Laws and agree to take such action as necessary to assure that this purpose is achieved.

B. Upon the request of an employee, a UAPD steward may assist in the preparation and presentation of a complaint of discrimination or refusal to provide reasonable accommodation, in accordance with Article 3.3 (D) Stewards' Rights. The steward shall be allowed reasonable time for the purpose of representing employees in Unit 16 during working hours without loss of compensation, subject to prior notification and approval by their immediate supervisor. Such approval shall not be unreasonably withheld.

C. Stewards may be permitted to provide representation to other employees within their department outside of their regular work location. In these instances, with prior approval of the department and notice to CalHR, a steward may utilize time under 3.11 of this MOU.

D. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 6 of this Agreement. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure, the Federal Equal Employment Opportunity Commission, departmental Equal Employment Opportunity Offices, and/or the California Department of Fair Employment and Housing.

5.2 Reprisals

The State and UAPD shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by the Ralph C. Dills Act or this Agreement.

5.3 No - Strike Clause

A. During the term of this Agreement, neither UAPD nor its agents or any Bargaining Unit 16 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. UAPD agrees to notify all of its officers, stewards, representatives, agents, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interference which may be caused or initiated by others and to encourage employees violating this Section to return to work.

5.4 No Lockout

No lockout of Unit 16 employees shall be instituted by the State during the term of this Agreement.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

6.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement 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 grievance and complaints promptly.

6.2 Definitions

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

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 Agreement and not under the jurisdiction of the SPB. Complaints shall be processed as far as the department head or designee. If a timely answer to Step 2 is not sent, the UAPD may file a third step appeal.

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 UAPD, and employee, or the State.

E. A "UAPD representative" refers to an employee designated as a UAPD steward or a paid staff 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. The parties may consolidate grievances at any level which address similar issues.

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, UAPD steward and mutually agreed upon witnesses may attend without loss of compensation. The grievant may have a reasonable amount of time to prepare for the presentation. If the grievant or UAPD requested and was not provided a grievance conference at either the first or second level of the procedure, they will be provided a grievance conference at the third level if requested. A grievance conference may be held in person, via teleconference or via video conference upon mutual agreement between both the State Representative and the grievant or UAPD.

6.6 Informal Discussion

An employee grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give their 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:

1. Thirty (30) calendar days after the event or discovery of the event occasioning the grievance; or

2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above,

the period in which to bring the grievance shall not be extended by Item (2) above.

C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

D. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

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 thirty (30) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

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 by submitting the appeal and a grievance package, to include the grievance form, all lower-level appeals, responses and supporting documents, to the Director of the California Department of Human Resources or designee via email to grievances@calhr.ca.gov.

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

6.10 Formal Grievance Step 4

A. If the grievance is not resolved at Step 3, UAPD shall have the right to advance the grievance to arbitration within thirty (30) calendar days after receipt of the third-level response by submitting the appeal and a grievance package, to include the grievance form, all lower-level appeals, responses and supporting documents, via email to grievances@calhr.ca.gov.

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 forty-five (45) calendar days after the request to select an arbitrator has been served, the parties will jointly request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of five (5) 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. If the request to select arbitrators is not received by the State within 120 days of the notice requesting arbitration the grievance shall be considered withdrawn.

C. The cost of arbitration shall be borne equally between the parties.

D. An arbitrator may, upon request of UAPD and the State, issue their decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put their 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 Agreement. Only grievances as defined in Section 6.2(A) of this Article shall be subject to arbitration. The award of the arbitrator shall be final and binding upon the parties.

F. Arbitration awards affecting classes of employees shall, be prospectively only from the date of filing of the

grievance, if the award requires the payment of State funds.

Awards finding the State failed to maintain the status quo are not limited to a prospective only remedy.

A “class of employees” is defined as all employees similarly situated as to the alleged contract violation.

6.11 Response

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step. Grievances shall not be remanded for lack of response unless mutually agreed upon between the parties. Misfiled grievances shall be remanded to the appropriate step for response. The date of filing shall be upon receipt at the appropriate step unless otherwise agreed upon by the parties.

ARTICLE 7 - HOURS OF WORK

7.1 Flexible and Alternate Work Hours

A. Upon written request, a Unit 16 employee may be permitted a flexible or alternate work schedule (i.e., flextime, 4/10/40 or 9/8/80, etc.) as mutually agreed upon by the employee and the Department Head or designee as described in Section 7.6.

B. Requests for flexible or alternate work schedules shall not be unreasonably denied.

C. Any denial of a flexible or alternate work schedule request made under 7.1(B) shall be provided in writing, with justification to the employee, within thirty (30) calendar days of the Unit 16 employee’s request.

D. If management proposes to change the flexible or alternate work schedule of an entire BU16 classification in a worksite/facility, a meet and confer notification will be sent to UAPD thirty (30) days before the proposed change. The notice will include the specific details for the reason(s) for the proposed change.

7.2 Voluntary Reduced Worktime

A department head or designee may grant a permanent employee's request to work less than full-time, but no less than half-time. Employees shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay, and seniority. Employees shall continue to receive the full State contribution to health and dental plans as provided in Article 11 of this Agreement.

7.3 Meal Periods

A. Except for employees who are assigned to a straight eight (8) or ten (10) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the employee's supervisor. Meal periods shall not be counted as part of total hours worked.

B. An arduous duty meal allowance of up to $8.00 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an arduous meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift.

7.4 Rest Periods

An employee is entitled to a rest period on State time not to exceed fifteen (15) minutes during each four (4) hours of their work shift. A rest period normally shall not be granted during the first or last hour of the work shift. An employee shall not leave the work site without permission from the supervisor. Rest periods may not be accumulated.

7.5 Rest Areas

Unit 16 employees shall be permitted to use existing break rooms or rest areas for rest periods if it does not involve a departmental additional cost; if it does not interfere with departmental business needs; if it does not involve areas restricted for health and safety reasons; or if it does not impact on patient health and safety. The

departments shall endeavor to retain existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Unit 16 employees may identify and request specific alternative locations which allow them to be removed from their daily routine.

7.6 Hours of Work

A. The parties recognize the professional nature of the work performed by the employees covered by this Agreement. While full time Unit 16 employees will be scheduled to work an average of forty (40) hours per week during 12 consecutive pay periods, the actual daily and weekly work schedule may vary due to time requirements of specific assignments. Workweeks and workdays of a different number of hours may be established by the State in order to meet the varying needs of the State.
These average workweeks shall not include any hours of work performed while on Medical Officer of the Day (MOD) assignments as defined under Section 7.8(A) or On-Call/Call Back Assignment as defined under Section 7.9(A)(1).

B. For purposes of regular pay (salary), the work of Bargaining Unit 16 employees cannot be standardized in relation to a given period of time. As in the past, the State reserves the right to adequately assess the hours worked by Unit 16 employees. No time clock or time keeping device shall be implemented.

C. State employees in Unit 16 are excluded from the FLSA and Unit 16 employees are assigned to work week group "SE" and are salaried, not hourly, workers. 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 Unit 16 employees in work week group "SE":

1. Management determines, consistent with the current MOU, the products, services, and standards which must be met by Unit 16 employees.

2. The salary paid to Unit 16 employees is full compensation for all hours worked with the exception of the assignment of MOD responsibilities and on-call responsibilities.

3. Unit 16 employees are not authorized to receive any form of overtime compensation, whether formal or informal.

4. Management can require Unit 16 employees to work specified hours. Subject to prior notification and management concurrence, Unit 16 employees have the flexibility to alter their daily and weekly work schedules. Unit 16 employees are responsible for keeping management apprised of their schedule and must receive prior approval from management for the use of accrued leave or absences of any duration.

5. Unit 16 employees shall not be charged paid leave nor 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 for documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.

6. Work Week Group E (WWG E) or Work Week Group SE (WWG SE) employees working a non-standard work schedule (e.g., 4/10/40, 9/8/80, etc.) will be charged the number of hours scheduled for the day when they are absent for a whole day.

7. When Unit 16 employees are disciplined, they may be subject to suspension in whole day increments (one day, two days, three days, etc.). They may also be subject to other types of discipline such as a temporary reduction in salary.

8. Any dispute pertaining to this policy may be appealed to the third step of the grievance and arbitration procedure in this contract. The decision at the third step is final and binding on all parties.

9. All DSH Physician Surgeons who provide patient care shall be allowed two (2) hours per work week to review reports, complete documentation, and other duties outside of patient care appointments. This time will be scheduled in coordination with their supervisor to ensure it does not interfere with patient appointments. This time will be taken at the physical worksite and may be taken remotely with supervisor approval. Approval for remote time shall not be unreasonably denied.

This time can only be interrupted for emergencies. This section is grievable to Step 3 of the grievance procedure.

10. All CCHCS Physician Surgeons who provide patient care shall be allowed up to one hour per day for a total of four (4) hours per work week to review reports, complete documentation, and other duties. This time shall be scheduled at the end of the workday. Patient care assignments or patient appointments shall not be scheduled during this time. Two (2) hours of this time may be worked remotely with supervisor approval, which will require the use of a laptop computer. Approval for remote time shall not be unreasonably denied. This time will only be interrupted for emergencies. This section is grievable to Step 3 of the grievance procedure.

11. The Union shall withdraw with prejudice any CCHCS arbitrations, grievances, administrative complaints, or any other claims of any kind filed prior to the TA effective date of this agreement against the State of California and any of its agencies, departments, officers, agents or employees, citing Article 7.6 Hours of Work or related topic.

7.7 Schedule/Shift Changes

The State will provide Unit 16 employees with thirty (30) calendar days advance notice of permanent schedule or shift changes when such changes are made at other than the employee's request. The department head or designee shall provide the employee with a reason for the change in writing, at the time the employee is notified of the change. Changes in schedules or shifts shall not be unreasonable.

7.8 Assignment And Payment Of Medical Officer Of The Day

A. Medical Officer of the Day (MOD) assignment is defined as a work shift of eight (8) continuous hours or more which is performed in addition to the Unit 16 employee’s regularly scheduled workweek. During an MOD assignment, the employee must be on the facility grounds. At the Department's discretion there may be physicians and surgeons, and psychiatrists as MOD on the same shift.

B. Unit 16 employees shall be permitted to exchange MOD assignments with other qualified employees, performing the same type of duties within the same work location provided:

   1. The exchange occurs within thirty (30) calendar days; and

   2. The employees shall follow the past practice in making a request to their supervisor(s) or designee normally at least 48 hours prior to the exchange; and

   3. The supervisor(s) or designee approves the exchange.

C. Monthly MOD schedules shall be posted two (2) weeks prior to the first scheduled assignment.

D. The State shall use qualified volunteers for MOD assignments before allowing 1) management's employees in additional appointments or second position for the purpose of MOD assignments; 2) management employees to volunteer; 3) mandatory assignments; 4) contracting out for such assignments. A qualified volunteer must be a Bargaining Unit 16 employee. MOD assignments shall first be offered to full time and limited term volunteers.

   A rotational system for volunteering for MOD assignments shall be established at each facility utilizing MOD. The rotational system shall be established at each facility between UAPD and local management representatives.

E. The State shall provide the employee assigned MOD duty an $8.00 meal allowance.

F. Compensation for each MOD shift worked shall be in cash or MOD Time Off (MODTO), at the request of the employee and with the approval of the employer, based on the employee's straight time hourly rate. At no time shall an employee accrue in excess of sixty (60) hours of MODTO.

G. Each quarter of the fiscal year, each department shall determine the feasibility of paying cash compensation for accrued MODTO. Cash buy out of MODTO shall continue to be at the employee's hourly rate. The UAPD and a facility may meet and discuss the application of this option at the facility.

H. Upon permanent separation from State service an employee will be allowed to cash out accrued MODTO

pursuant to current practice.

I. For the California Correctional Health Care Services (CCHCS) and the Department of State Hospitals (DSH), an MOD assignment is defined as four (4) continuous hours or more which is performed in addition to the Unit 16 employee's regularly scheduled workweek. During an MOD assignment, the employee must be on the facility grounds. MOD assignments shall be voluntary and cannot be mandated to a Unit 16 employee. Except as outlined in 7.8 (I), all other provisions of this article apply to MOD assignments in CCHCS and DSH.

7.9 On-Call/Call Back Assignment

A. ON-CALL ASSIGNMENT

1. On-call assignment is defined as a work-shift which is performed in addition to the Unit 16 employees' regularly scheduled workweek in which the Unit 16 employee is: (1) available by telephone electronic paging device at all times; and (2) normally immediately available to return to the facility for any required medical support deemed necessary by the employee. If the State deems it necessary, the State shall issue a Unit 16 employee an electronic paging device during an on-call assignment. The purpose of on-call services is to address potential urgent and emergent issues that arise during the assignment as determined by the facility or institution.

2. Those employees completing an on-call assignment shall receive $15 per hour for each hour while on an on-call assignment.

3. There shall be no pro-rata of hours, each hour shall be rounded to the next full hour, for example, 8 hours and 15 minutes shall be paid as 9 hours.

4. On call assignments can apply to physicians, dentist and psychiatrists. At Department discretion there may be a physician surgeon, dentist and psychiatrist POC on the same shift.

5. The State shall use qualified volunteers for on-call assignments. If no qualified volunteers are available assignments can be allowed in the following order: 1) management employees; 2) mandatory assignments; and 3) contractors. A qualified volunteer must be a Unit 16 employee.

6. Commencing with this agreement, employees may accrue up to 480 hours of Compensatory Time Off (CTO). All hours in excess of 480 shall be compensated in cash.

B. CALL BACK ASSIGNMENT

1. Unit 16 employees who are required to return to the institution for a work shift in addition to the Unit 16 employees' regularly scheduled workweek shall receive hour for hour credit (CTO) with four (4) hours guaranteed. In addition to the hour for hour credit, and four (4) hours guaranteed, Unit 16 employees shall be compensated for one (1) hour (CTO) for travel time. If funds are available for cash compensation, the State may choose cash instead of CTO. It is at the State's discretion whether cash is paid or CTO is accumulated. Returns to the institution shall be documented.

2. Unit 16 employees called back to an institution, under the provisions of 7.9(A) above, and who then leave and are called back again within the same four (4) hour period, shall only be compensated for additional hours worked beyond the four (4) hour call back guarantee.

3. When a Unit 16 employee is called back to the institution within four (4) hours of the beginning of the employee's next scheduled work shift, call back credit shall only be received for the hours remaining before the beginning of the employee's next scheduled work shift. The employee shall be compensated one (1) hour for travel time in accordance with the provision of 7.9 (B) (1) above.

4. Unit 16 employees who are on call on a holiday shall receive eight (8) hours CTO or equal compensation at management's discretion. (See Attachment C - Holiday Compensation Chart).

C. CDCR ROUNDS

On-Call/Call Back for required rounds within the Correctional Treatment Centers will be implemented as follows:

1. In the Department of Corrections and Rehabilitation, Unit 16 employees who are to return to the institution to conduct required rounds shall be compensated pursuant to paragraph B of this section.

2. It is recognized that the State (CDCR) shall set a two-hour window in which Unit 16 employees shall make rounds. The four (4) hour guarantee shall start at the beginning of the two-hour window. Unit 16 employees shall have the discretion of when they will make the rounds during the window period; however, the employee shall notify the on-duty nursing staff of their anticipated arrival time.

3. Unit 16 employees who have returned to the institution to make rounds are also required to see any patients not housed within the CTC which require medical support.

4. Unit 16 employees who have made rounds and who then leave and are called back again within the same four (4) hour period, shall only be compensated for additional hours worked beyond the four (4) hour guarantee.

D. Upon employee request and supervisory approval, following an arduous on-call/callback the Department will attempt to grant the request for time off in taking into account operational needs. If granted, the employee must use leave credits.

E. Each Department with twenty-four (24) hour patient responsibilities that makes "on call" assignments to Unit 16 employees will, upon request, meet at the local level, with a UAPD representative(s) to establish a reserved parking space near the entry of the facility for use by the assigned Unit 16 employee who is "called back" to the facility under this section.

   Unit 16 employees who are on-call may be issued and use technologies such as a laptop. The use of such technologies shall be voluntary until such time notice is provided to the union pursuant to Article 17.1.

7.10 Job-Sharing

Job sharing shall be considered upon submission of an adequate and comprehensive plan signed by BU16 employees involved in the job-sharing request.

7.11 Release Time for SPB Hearings

Upon two working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either: (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board.

7.12 Telecommute

The State and UAPD recognize that telework is a viable work option that can benefit employees, managers, and customers of the state of California when appropriately planned and managed.

A. Upon written request, a Unit 16 employee may be permitted to participate in the telecommute program. Each participating department will be responsible for managing, operating, and adopting a telecommuting policy as established by the Department of General Services. Upon request by the employee, a response of the decision shall be given in writing within 30 days of the request.

B. If management changes a BU 16 employee’s telecommuting arrangement for reasons other than at the employee’s request, management shall provide specific reason(s) for the change to the employee. The State shall endeavor to provide at least 30 calendar days' notice, but no less than 15 calendar days' notice to employees when permanently terminating or permanently modifying a Telework Agreement. This advance notice is not required due to unforeseen operational need or by mutual agreement between the employee and management.

7.13 Additional Appointments

A. The State may permit the appointment of eligible permanent full-time BU 16 employees for additional appointments to fill advertised vacancies; or when management determines additional workload needs. Employees will document the actual hours worked pursuant to Section 7.6(C)(5) and compensated at their

regular hourly rate.

B. Employees holding a position in addition to other full-time employment with the State shall not receive credits (such as, leave credits, State service) or benefits (such as health or retirement) for service in the additional position pursuant to the applicable government code sections and regulations.

C. The additional appointment may be in the same facility performing duties not related to the original full-time appointment i.e. not in the same unit, or yard of the original appointment.

7.14 Departmental Joint Labor-Management Committee

Upon request, the parties agree to establish a quarterly, or as needed, departmental joint labor-management committee to explore specific issues, including but not limited to related to on-call/call back, Medical Officer of the Day (MOD), excess work hours, workload, training, and physician shortages.

The committee shall be established according to the following guidelines:

A. The committee will consist of equal numbers of management representatives selected by the Department and Union representatives selected by the Union.

B. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions.

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

D. Labor/Management Committee meetings shall not be considered contract negotiations and departments are not delegated authority to reach an agreement affecting this contract.

E. Labor/Management Committee meetings shall not be considered a substitute for the grievance procedure.

F. JLMC members and employee subject matter experts who participate on this committee will suffer no loss in compensation for attending meetings.

G. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

ARTICLE 8 - HOLIDAYS

8.1 Holidays

A. All 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. Observed holidays shall include January 1st, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4th, the first Monday in September, 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. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B. above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both. If the employee is required to work on January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day, and/or Christmas, the employee shall be compensated in accordance with paragraph G below.

C. Full-time and part-time employees, upon completion of six (6) months of their initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be

credited to each full-time 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 personal holiday on a straight time (hour for hour) basis.

E. The department head or designee shall make a reasonable effort to grant employees use of personal holiday on the day of their 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 in accordance with Section 8.1(J). An employee shall receive compensation for only the observed or actual holiday, not both.

G. When a permanent full-time employee is required to work on the enumerated holidays the employee shall receive eight hours of holiday credit and one hour Informal Time Off (ITO) for every two hours worked. These holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas.

H. Employees working on a holiday pursuant to Article 7, Section 7.8 (Assignment and Payment of Medical Officer of the Day) of the MOU shall only be compensated under that provision of the MOU and are not entitled to earn any additional holiday credits or earn ITO.

I. For employees working on a holiday pursuant to Article 7, Section 7.9 (On-Call/Call Back Assignment), refer to Attachment C – Holiday Compensation Chart.

J. Part time employees shall receive holidays in accordance with the following:

CHART FOR COMPUTING VACATION, ANNUAL LEAVE, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES

TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER ACCRUAL SCHEDULE									HOURS OF MONTHLY SICK LEAVE/ HOLIDAY CREDIT
FT	7	10	11	12	13	14	16	17	18	SL/HOL 8
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

A part time 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.

Permanent Intermittent (PI) employees will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified above in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive their hourly rate of pay for each hour worked.

Hours on pay status during pay period	Holiday Hours
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
151 and over	8

K. 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.

L. 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.

M. Upon termination from State employment, an employee shall be paid for unused holiday credit.

N. 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.

ARTICLE 9 - LEAVES

9.1 Vacation Leave

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

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

1. An employee who returns to State service after an absence of six (6) months or longer, caused by a

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

B. An employee who has eleven (11) or more working days of service in a monthly pay period shall receive vacation leave credit set forth in Item A above for that pay period, except that temporary or permanent separations for more than eleven (11) consecutive work days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full-time accrue vacation in accordance with the existing CalHR rules and the chart in Section 8.1.

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce 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 from taking vacation until December 31 because of sick leave; (5) was on jury duty; or (6) was prevented by the department head or designee from utilizing accrued vacation.

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

F. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap in Article 9 at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year. An employee shall be allowed to carry over more than 640 hours of accumulated vacation at the end of a calendar year if the employee has approved scheduled vacation which will reduce the employee's accumulation to less than 640 hours. Otherwise the department head or designee may order the employee to take vacation to reduce the number of carry over hours below 640.

G. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie.

H. Each department head or designee will respond in writing to vacation requests as quickly as possible but no later than fourteen (14) calendar days from receipt of the request.

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

9.2 Sick Leave

A. Definition:

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

2. Illness or injury, including illness or injury relating to pregnancy;

3. Exposure to a contagious disease which is determined by a physician to require absence from work;

4. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;

5. Attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister, domestic partner (as defined in accordance with Family Code section 297), or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care.

a. Labor Code 245.5 defines family member as any of the following: a child, meaning a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, as well as a spouse, registered domestic partner, grandparent, grandchild and a sibling.

6. Per the Healthy Workplaces, Healthy Families Act of 2014, an employer shall also provide paid sick days for the following purposes:

   a. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

   b. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

   c. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

   d. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

B. Credit for full-time Employment:

On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in State civil service shall earn eight (8) hours of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from state service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

C. Credit for Less Than full-time Employment:

1. Intermittent Employees. On the first day of the monthly pay period following completion of each period of 160 hours or 20 days of paid employment, each intermittent employee in the State civil service shall be allowed one (1) day of credit for sick leave with pay. The hours or days worked in excess of 160 hours or 20 days in a monthly pay period shall not be counted or accumulated.

2. 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 in the State civil service shall be allowed, on a pro-rated basis, the fractional part of one day of credit for sick leave with pay. (Reference chart in 8.1)

3. Multiple Positions. Under this rule:

   a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.

   b. Where an employee holds two or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

D. Sick Leave Usage:

1. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason. In cases where an absence is in excess of two (2) consecutive working days, where a pattern of excessive or abusive sick leave usage is observed, or where the State reasonably believes that sick leave has been requested for reasons other than defined in this Section, the employee's supervisor may require substantiating evidence, including, but not limited to, a physician's certificate.

2. 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 their

right to use sick leave based solely on the amount of use.

3. If the appointing power does not consider the evidence adequate, the request for sick leave shall be disapproved.

E. Sick Leave Accrual:

Unused sick leave shall accrue without limit.

F. Wounded Warriors Transitional Leave:

In accordance with the Wounded Warriors Transitional Leave Act, Government Code section 19859, in addition to Article 9.2 (Sick Leave), an employee hired on or after January 1, 2016, who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment for their military service-connected disability.

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

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

9.3 Bereavement Leave

A. Permanent or probationary employees, and non-permanent employees who have been employed for at least thirty (30) days, may take up to five (5) days of unpaid bereavement leave (three [3] days of which may qualify for pay pursuant to B. and C. below) for the death of a parent, stepparent, spouse/domestic partner, sibling, child, grandparent, grandchild, or parent-in-law.

In addition to the up to three (3) days paid pursuant to sections B. and C. below, an employee may request two (2) additional unpaid days (for a total of five [5] days). A request for the two (2) additional workdays of unpaid bereavement leave under this subsection shall be granted, and, at the option of the employee, charged against their accrued annual leave, vacation, sick, CTO, or any other earned leave credits. The bereavement leave days outlined in section A, do not need to be taken consecutively and must be completed within three (3) months of the date of death.

B. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employees due to the death of their parent, stepparent, spouse, child, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days for a total of 24 hours per occurrence. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, shall provide, within 30 days of the first day of the leave, documentation of the death of the family member, such as a death certificate, published obituary, written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency to support the request upon the employee's return to work.

C. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employees due to the death of grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days for a total of 24 hours in a fiscal year. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, shall provide, within 30 days of the first day of the leave, documentation of the death of the family member such as a death certificate, published obituary, written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency to substantiation to support the request.

D. If the death of a person as described above requires the employee to travel over 400 miles one way from

their home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay.

E. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in B or C above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.

F. Fractional time base (part-time) permanent or probationary employees will be eligible for bereavement leave on pro-rated basis, based on the employees' fractional time base.

G. A Permanent Intermittent (PI) employee is entitled to bereavement leave on a pro rata basis for scheduled work days, calculated on the amount of time worked in the pay period as specified in the table below.

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

9.4 Military Leave

An employee shall be entitled to any military leave provided by Government Code Section 19775 and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Disagreements under this Section shall be handled under the complaints provision of the grievance procedure of this Agreement.

9.5 Jury Duty

A. An employee shall be allowed such time off with pay as is required in connection with mandatory jury duty; provided, however, that payment shall be made for such time off only upon remittance to the State of full jury fees.

B. An employee shall notify their supervisor immediately upon receiving notice of jury duty.

C. If an employee uses accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.

D. For purposes of this Section, jury fees means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.

9.6 Unpaid Leaves of Absence

A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1)

year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence. Such requests shall not be unreasonably denied.

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 return to their 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.

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 fifteen (15) workdays prior to the effective date of the revocation. An unpaid leave of absence may be terminated by the employee with the approval of the department head or designee.

F. Educational Leave:

Upon written request, the State may grant up to a one-year non-paid educational leave to a permanent full-time Unit 16 employee. Educational leave shall be for the purpose of attending school, college, or to enter training to meet continuing education requirements for license, obtain a certificate in a specialized area of practice, or improve the quality of the employee's skills. If requested, the employee shall submit substantiation for their request. An education leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation. If the termination of an education leave by the department head or designee causes undue hardship on the employee, the employee may request a reasonable extension of the termination date not to exceed sixty (60) days which will not be unreasonably denied. An education leave may be terminated by the employee with the approval of the department head or designee.

9.7 Training

A. Mandatory Training

Mandatory Training is training required by the department. The State shall reimburse Unit 16 employees for expenses incurred as a result of satisfactorily completing training courses required by the department for performance in their current job. The department shall authorize time without loss of compensation for mandatory training.

B. Professionally related Training

Professionally related training is training designed to increase an employee's job proficiency, and is not otherwise required by the department under mandatory training. The department may authorize time without loss of compensation to attend in-state and/or out-of-state professionally related training. Time for such training under this Article will not be denied without a work-related reason. Time off for attending courses off-site will be confined to the time necessary to be away from the work site and the employee

shall return to work upon completion of the course, unless time off has been approved under this section.

C. The State may approve out-of-state expenses and per-diem for professionally related training, under this Article. When employees seek travel reimbursement of out-of-state travel expenses, authorization must be obtained in advance.

   Pursuant to Government Code Section 3522, all out-of-state claims or expenses unrelated to CME (Article 10.13), must be approved by the Department Director and/or designee.

D. Approval for reimbursable out-service training may be denied if the same or similar accredited training is available through in-service training or if the maximum allowable rates are exceeded.

9.8 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, annual leave, CTO, MODTO, vacation, and/or holiday leave credits may be transferred from one or more employees to another employee, in accordance with departmental policies and under certain conditions listed below. Sick leave credits cannot be transferred under this provision.

A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.

B. The receiving employee has exhausted all leave credits.

C. The donations must be a minimum of eight (8) hours and in whole-hour increments and credited as vacation or annual leave.

D. Transfer of annual leave, vacation, CTO, MODTO and holiday credits shall be allowed across departmental lines in accordance with the policies of the receiving department.

E. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the appointing authority, the total leave credits received may be six months.

F. Donations shall be made on a form to be developed by the State and signed by the donating employee and verified by the donating department. These donations are irrevocable.

G. This section is not subject to the grievance and arbitration article of this Contract.

9.9 Annual Leave Program

A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.

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

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

   Employees working less than full-time shall accrue annual leave credits in accordance with the applicable CalHR rules and the chart in Article 8.1.

A Permanent Intermittent (PI) employee will be eligible for annual leave credit with pay in accordance with the schedule above, on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated.

Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules or memorandum of understanding. All provisions necessary for the administration of the Section shall be provided by CalHR rule or memorandum of understanding.

When it is determined that there is a lack of work, a department head or designee may:

1. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
2. By mutual agreement, schedule the PI employee for annual leave; or
3. Allow the PI employee to retain his/her annual leave credits; or
4. Effect a combination of 1, 2, or 3, above

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

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

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

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee:

1. was required to work as a result of fire, flood, or other extensive emergency;
2. was assigned work of a priority or critical nature over an extended period of time;
3. was absent on full salary for compensable injury;
4. was prevented from taking annual leave until December 31 because of sick leave; or
5. was on jury duty.

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

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

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

I. Each department head or designee will respond in writing to vacation requests as quickly as possible but no later than fourteen (14) calendar days from receipt of the request.

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 9.2 Sick Leave, of this Agreement.

K. The enhanced non-industrial disability insurance (ENDI) in Section 9.10 applies only to those in the annual leave program described above in this Section.

L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary). At the time of an NDI claim, an employee may elect either the 50% NDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

9.10 Enhanced Non-Industrial Disability Insurance- Annual Leave

A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 9.9 above.

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

C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. Employees are not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and worked for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a 24-hour period starting at midnight.

E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, they are not required to exhaust the accrued leave balance.

F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave but may not return to ENDI until that leave is exhausted.

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

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

I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the

proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

J. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.

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

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

M. Employees who become covered in the annual leave program while on an ENDI claim shall continue to receive ENDIng pay at the old rate for the duration of the claim.

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in Section 9.17 and such benefits are limited to $135.00 per week.

9.11 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 (1) 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, domestic partner that has been defined and certified with the Secretary of State's office in accordance 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 (1) year to care for their newborn child. The employee shall provide medical substantiation to support their 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 employees are on parental leave, they 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.

9.12 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 twelve (12) months. The employee shall provide substantiation to support the employee's request for adoption leave.

B. During the period of time employees are on adoption leave, they 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. Upon request and substantiation, an employee may use accrued leave credits (Annual Leave, CTO, MODTO, Vacation, PLP and/or Holiday) for the purpose of assuming custody of an adopted child.

9.13 Catastrophic Leave - Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (annual

leave, CTO, MODTO, vacation, and/or holiday) may be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

A. Sick leave credits cannot be transferred.

B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.

C. The receiving employee has exhausted all leave credits.

D. The donations must be a minimum of eight (8) hours and in whole-hour increments thereafter and credited as vacation or annual leave.

E. Transfer of annual leave, vacation, CTO, MODTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

F. The total leave credits received by the employee shall not exceed three months; however, if approved by the appointing authority, the total leave credits received may be six months.

G. Donations shall be made on a form to be developed by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.

H. This section is not subject to the grievance and arbitration article of this Contract.

9.14 Personal Leave (1992-1995 and 2003-2006)

A. All Personal Leave accrued by Unit 16 employees under the provisions of the Personal Leave Plan during the 1992-95 and 2003-06 Memorandum of Understanding shall remain in employees' leave balances until such time as it is cashed out at the discretion of the employer, used as paid time by the employee, or until the employee retires or terminates.

B. 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 Section 9.1, Vacation Leave or Section 9.9, Annual Leave.

C. 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.

D. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 3 (CalHR) of the grievance procedure shall be final and not subject to the arbitration clause of this Agreement.

9.15 Enhanced Industrial Disability Leave (EIDL)

A. Employees who lose the ability to work as the result of an injury incurred in the official performance of their duties may be eligible for a financial augmentation to the existing Industrial Disability Leave Benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive patient/client/inmate, except that the Department Director may waive these preceding restrictions. An employee who is determined to be eligible for EIDL shall receive EIDL benefits from the first full day of absence.

B. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, or other injury as determined by the department director or designee. This benefit shall not be applied to presumptive illness, stress-related disabilities, or physical disabilities having mental origins.

C. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition to determine an employee's continued eligibility for EIDL.

D. This Section relating to EIDL is grievable only through the second step of the grievance procedure as the final step of appeal and is not subject to the arbitration procedure of this Agreement.

E. EIDL eligibility and benefits may not exceed 52 weeks (365 calendar days) within two years of the first day of lost time. The employee's full gross salary is reduced by the amount of federal and state income tax and OASDI or Medicare to establish the "EIDL reduced gross". The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administrative charge, tax sheltered annuity or Flex-Elect will not be withheld from EIDL payments. EIDL payments will be reported in accordance with applicable tax law and Internal Revenue Service rules and regulations.

F. EIDL shall continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has benefits remaining and the employee has initiated the disability retirement process.

G. If the EIDL benefits are to be terminated, the employee shall be notified by letter and be advised as to the status of health, retirement and miscellaneous deductions.

H. All checks issued pursuant to this section from the facility revolving fund shall have an explanation as to the monies received and pay periods covered.

I. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury.

J. The employer will comply with the notice requirements specified in Labor Code Section 5401. All disputes relating to notice requirements under the Labor Code are not grievable or arbitrable.

K. Claims of EIDL benefits must be filed within one year from the date of the incident causing the injury.

9.16 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. Employees must use an equal number of hours of their 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, they must have used two (2) verified hours of their 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, employees shall provide their supervisor with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, MODTO, 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, 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 an employee works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, Veterans' Affairs, Department of Corrections and Rehabilitation and the California Correctional Health Care Services.

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 halftime employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 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.

9.17 Non-Industrial Disability-Non-Annual Leave

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

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed $135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital and nursing home is the same as defined by Sections 2627.5 and 2627.7 of the Unemployment Insurance Code.

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

E. Following the start of NDI payments, an employee may, at anytime, switch from NDI to sick leave, vacation leave, annual leave, personnel leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

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

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

H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

I. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.

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

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

9.18 Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, sibling or other person residing in the immediate household) in accordance with departmental policies, under the following conditions:

A. To care for the family member's child, parent, spouse, sibling, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA), or for a parental leave to care for a newborn or adopted child.

B. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For the employee's own serious health condition, this certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Certification shall also be provided for parental or adoption leaves.

   For family care leave for the employee's child, parent, spouse, sibling, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of the following:

   1. the date, if known, on which the serious health condition commenced;
   2. the probable duration of the condition;
   3. an estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse, sibling, or other person residing in the immediate household;
   4. a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, sibling, or other person residing in the immediate household.

C. Sick leave credits cannot be transferred.

D. The receiving employee has exhausted all leave credits.

E. The donations must be a minimum of one (1) hour and in whole increments thereafter.

F. The donating employee must maintain a minimum balance of 80 hours of paid leave time.

G. Transfer of leave credits shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.

H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.

I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.

J. This section is not subject to the grievance and arbitration article of this Contract.

9.19 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, 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.

Employees who have exhausted available leave credits, may request unpaid leave, unless they are currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act 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, 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 child, 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 that has been certified with the Secretary of State's Office in accordance with Family Code Section 297, child, grandchild, grandparent, sibling, 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 the 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.

9.20 Organ or Bone Marrow Donor Leave

Consistent with State policy the following leave is extended to those employees who become an organ or bone marrow donor:

A. Employees who donate an organ(s) to another person shall be eligible for up to 30 workdays of paid leave (Donor Leave) in any one-year period and, effective January 1, 2020, up to an additional 30 workdays of unpaid Donor Leave in any one-year period. The one-year period for paid Donor Leave for organ donation is separate from the one-year period for unpaid Donor Leave for organ donation. Employees who donate bone marrow to another person shall be eligible for up to five work days of paid leave (Donor Leave) in

any one-year period.

B. The one-year period is the 12-month period measured forward from the date an employee's first leave begins.

C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.

D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.

E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).

F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.

G. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued on paid leave.

H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.

I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, NDI, and medical leave.

J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee was taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to their former position.

9.21 Voluntary Personal Leave Program (VPLP)

A. Employees participation in the program shall be on a voluntary basis. Each full-time employee participating in the program shall be credited with eight (8) hours of VPLP on the first day of the following monthly pay period for each month in the VPLP.

B. Each full-time employee participating in the VPLP shall continue to work their assigned work schedule and shall have a reduction in pay equal to 4.62%. In exchange, 8 hours of leave will be credited to the employee's VPLP 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.

D. An employee may accumulate no more than 240 hours of VPLP. When an employee reaches 240 hours of VPLP or would exceed 240 hours of Personal Leave with further accumulation, they shall be removed from the VPLP.

   When an employee is removed from the VPLP, they may not participate for a minimum of 12 months and they are not eligible to re-enroll until their balance is reduced to a maximum of 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.

F. Participating employees shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivors benefits they would have received had they not participated in the VPLP.

G. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purpose of seniority and retirement, leave accumulation, or a Merit Salary Adjustment.

H. The VPLP shall neither affect the employee's final compensation used in calculation 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.

I. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis.

J. The Personal Leave Program for intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period.

K. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

L. Employees on EIDL, NDI, IDL or Workers' Compensation for the entire monthly pay period shall be excluded from the VPLP.

M. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department. If any disputes arise about this VPLP, an employee may file a grievance and the decision reached at the third step shall be final and not subject to the grievance arbitration clause of the Agreement.

9.22 Personal Leave Program 2010, 2012, and 2020

Employees are required to use PLP 2010, 2012, and 2020 prior to any other leave credit with the exception of sick leave, professional development days, and other usage only benefits such as bereavement leave and jury duty. Unit 16 employees may elect to use PLP 2010, 2012, or 2020 in lieu of approved sick leave. PLP 2010, 2012, and 2020 shall be approved in the same manner as vacation/annual leave.

Whenever feasible, a BU16 employee’s separation date should be extended to ensure all leave earned under PLP 2010, 2012, and 2020 is used prior to separation. On rare occasions when a BU 16 employee separates from state service, and has accumulated PLP 2010, 2012, or 2020 hours which cannot be used prior to separation, these unused hours must be cashed out at the time of the BU16 employee’s separation.

9.23 Intentionally Excluded

9.24 Vacation/Annual Leave Cash Out

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

On or before May 1 of each year, starting in the 2017 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

9.25 NDI Family Care Leave

Overview:

Effective January 1, 2024, Unit 16 employees who are enrolled in the Annual Leave Program will be eligible for Non-Industrial Disability Insurance Family Care Leave (NDI-FCL). This program provides partial wage replacement for up to six weeks within a 12-month period. NDI-FCL allows eligible employees to care for a seriously ill family member or bond with a newborn child, adopted child or foster care placement.

NDI-FCL includes qualifying exigency leave. A qualifying exigency is leave related to the covered active duty or call to active duty of the employee's spouse, domestic partner, child or parent in the Armed Forces. Qualifying reasons may be found in Unemployment Insurance Code section 3302.2.

Employees who meet the eligibility requirements receive 50 percent of their gross salary for each week of NDI-FCL. For each day of NDI-FCL, employees are entitled to 1/7 of their weekly entitlement. Employees eligible for NDI-FCL may elect to supplement their NDI-FCL benefit to either a rate of 75% or 100% income replacement at the time of filing the NDI-FCL claim.

Eligibility:

To qualify employees must be unable to perform their regular or customary work due to the need to care for a seriously ill family member or to bond with a new child (because of the birth of a child of the employee, adoption, or foster care placement of a child with the employee). A family member for purposes of NDI-FCL means child, parent, parent-in-law, grandparent, grandchild, sibling, spouse or registered domestic partner.

Retirement:

Employees will not earn Public Employees' Retirement System (CalPERS) or State Teachers' Retirement System (CalSTRS) service credit for the 50% NDI-FCL wages but would receive partial credit if they supplement 75% or 100%. Employer contributions to employees' retirement account will not be made while receiving NDI-FCL. CalPERS and CalSTRS credit are earned for the time worked or supplemented with accrued leave.

Other:

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

ARTICLE 10 - SALARIES AND ALLOWANCES

10.1 Salary Schedule

A. The salary rates set forth in Attachment A represent for each classification the standard salary rate for full-time employment, unless the schedule specifically indicates otherwise.

B. The California Department of Human Resources (CalHR) will update the salary schedule to ensure supervisory and managerial ranges that apply to U classes will not be included in the salary schedule.

10.2 Merit Salary Adjustments

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832. An employee shall be notified of the denial of a merit salary adjustment prior to the employee's salary anniversary date. Notwithstanding CalHR Rule 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 6 (Grievance and Arbitration) of this agreement.

10.3 Business and Travel Expenses

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 Human Resources (CalHR) rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conferences/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed in accordance with the rates established in section A 1 of this section provided an alternate meal was purchased.

Unless otherwise specified, each item of expenses of twenty-five dollars ($25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars ($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 and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed after leveraging available remote technology such as video and/or phone conference. The State reserves the right to direct employees to use contracted or preferred providers for lodging, transportation and other travel-related services.

When a State agency determines travel is necessary, it shall ensure that:

- Allowable travel expenses are incurred in accordance with state policy, including any applicable travel services contracts, such as airline, rental car, or lodging contracts.
- The mode of travel to be reimbursed is in the best interest of the state.

Normally, an official State business trip begins when the traveler leaves their residence or headquarters, whichever occurs last, and ends when the traveler returns to their residence or headquarters, whichever occurs first.

A. **Meals and Incidentals -** Meal expenses for breakfast, lunch, dinner, and incidentals will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified below unless the State or the employing department requires that receipts be submitted. 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. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. CalHR must comply with current IRS definition of "incidental expenses."

    1. **Rates:** Actual meal and incidental expenses incurred while on travel status will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

       For each full 24 hours of travel: Up to the federal standard rate for meals and incidental expenses established by the U.S. General Services Administration (GSA).

       On the first and last day of travel: Up to 75 percent of the federal standard rate for meals and incidental expenses established by the GSA.

    2. **Timeframes:** For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, and incidental as follows:

        a. For each full 24-hour day of travel: As indicated in 10.3.A.1 above.

        b. On the fractional day of travel at the beginning of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

        c. On the fractional day of travel at the end of a trip of more than twenty- four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

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

            b. 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.

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

           For travel of at least twelve (12) hours up to twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

           For travel of less than twelve (12) hours: No reimbursement may be claimed for meals and incidental expenses.

If the trip extends overnight, receipted lodging may be claimed.

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. When employees are required to conduct State business and obtain lodging, reimbursement will be for actual receipted lodging up to the below identified maximums plus applicable taxes and mandatory fees.

   For the 48 contiguous states and Washington, D.C (CONUS): Up to the applicable federal rate established by the U.S. General Services Administration (GSA) for the travel destination.

   For certain out-of-state travel (Alaska, Hawaii, U.S. Territories and Possessions): Up to the applicable federal rate established by the Department of Defense (DOD) for the travel destination.

   For out-of-country (foreign) travel: Up to the applicable federal rate established by the U.S. Department of State for the travel destination.

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

C. **Long-term Travel:** The long-term daily expense rate shall be authorized when a traveler can reasonably be expected to incur expenses in one location comparable to those arising from the use of establishments catering to long-term visitors, and when the traveler is expected to be in one location for 31 or more consecutive days. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above in 10.3 (A) and (B). Departments and traveling employees should continue to make reasonable efforts to secure lodging that is in the best interest of the state. Such lodging may include contracted or preferred providers, long-term lodging establishments, and non-hotel accommodations such as an apartment or extended stay facility. The supervisor must determine prior to the beginning of the assignment if the time away from home or headquarters area will be more than 30 days, but less than one year. Long Term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

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:

   a. The employee continues to maintain a permanent residence at the primary headquarters, and

   b. The permanent residence is occupied by the employee's dependents, or

   c. The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars ($200) per month.

2. 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 up to the federal standard reimbursement rate for meals and incidental expenses established by the GSA for Friday. Those staying overnight shall not receive any additional reimbursements for meals and incidental expenses regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive up to 75 percent of the federal standard reimbursement rate for meals and incidental expenses established by the GSA. This does not change CalHR policy regarding the meals and incidentals reimbursement 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 CalHR policy regarding an employee leaving the LTA location on personal business:

   Employees who leave the LTA location are not entitled to reimbursement of lodging, meals, incidentals, or transportation costs if they stayed overnight elsewhere.

D. **Out-of-State Travel:**

For short-term out-of-State travel, State employees will be reimbursed for actual lodging expenses, supported by a receipt, and actual meal and incidental expenses in accordance with the rates provided above in 10.3(A) and (B).

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, in accordance with the rates provided above in 10.3(B) 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 CalHR.

Reimbursement for lodging, meals and incidentals shall be paid in accordance with procedures prescribed by CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. **Transportation:** Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. Mileage Reimbursement

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

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

2. **Private Aircraft Mileage –** When an employee is authorized by their department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the FSMR rate per statute mile and shall be computed on the basis of the shortest air route from origin to destination. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.

3. **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 they normally leave their home, or on a regularly scheduled day off, mileage may be computed from their residence.

G. **Receipts:** Unless otherwise specified, receipts shall be submitted for every item of expense of twenty-five dollars ($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 twenty-five dollars ($25) when travel is wholly within the State of California.

2. Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars ($10.00) or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, fax or other business charges necessary to State business of five dollars ($5.00) or less.

4. In the absence of a receipt, reimbursement will be limited to the non- receipted amount above.

5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

H. During the term of this agreement, the State shall adopt changes to the California Code of Regulations (CCR) rank-and-file travel regulations to support the Business and Travel Expense Reimbursement Program. Until such time as the corresponding CCR rank-and-file travel regulations have been adopted the CCR travel regulations that apply to excluded employees identified in the September 25, 2024, notice shall continue to apply to BU 16 employees. A listing of these regulations are located in Appendix 1.

10.4 Salaries and Allowances

A. Adjusted Pay Ranges

1. Effective the first day of the pay period following ratification by both parties, all Bargaining Unit (BU) 16 classifications shall receive a general salary increase of three percent (3%).

2. Effective July 1, 2027, all BU 16 classifications shall be adjusted by increasing the maximum salary range by 3.5%. Employees at the old maximum of the classification shall be moved to the new maximum and shall retain their salary anniversary date. All other employees shall retain their salary and salary anniversary dates.

3. In order to address budget short falls, the parties agreed to a Personal Leave Program 2025 (PLP 2025) outlined in Side Letter 4.

B. Recruitment and Retention Differential

1. Upon approval by the California Department of Human Resources, a department may provide monthly or annual recruitment and retention differentials to Unit 16 employees. These differentials may be authorized for specific Unit 16 classifications in specific geographic locations or facilities, or may be authorized for the entire department. The department will give UAPD notice when a request is made to the California Department of Human Resources.

2. A less than full-time permanent employee may receive the recruitment and retention differential on a pro-rated basis.

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

C. Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the California Department of Human Resources as eligible to receive bilingual pay according to the following standards.

1. Definition of bilingual positions for Bilingual Differential Pay.

   a. 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. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the

California Department of Human Resources. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)

b. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

    a. A direct public contact position;

    b. A hospital or institutional setting dealing with patient or inmate needs;

    c. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.

c. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.

d. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

e. 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%) standards.

2. Rate:

    a. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum $200.00 per monthly pay period including holidays.

    b. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive differential on a pro-rated basis.

    c. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro-rated basis.

    d. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of $1.15 per hour.

    e. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of $9.23 per day.

3. 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 California Department of Human Resources will receive the bilingual differential pay on a regular basis.

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

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

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

7. 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.

8. Employees will not receive bilingual salary compensation for overtime hours worked, except upon

separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.

9. 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.

10. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

D. Pay Differentials

1. Pay Differential 413 (California Department of Corrections, California Correctional Health Care Services, California Department of Veteran's Affairs, Department of State Hospitals and Department of Developmental Services)

   The State shall continue to provide a monthly pay differential of 15% of the employee's monthly base salary for employees who are employed by the California Department of Corrections, California Correctional Health Care Services, California Department of Veteran's Affairs or the Department of Developmental Services, and appointed in the classification of Physician and Surgeon (Class Codes 7551, 7552, 7565, 7644, 7651, 9263,9269) and appointed at one of the locations listed below:

   Locations:

   a. **California Department of Corrections/California Correctional Health Care Services**

      a. Avenal State Prison

      b. California Medical Facility

      c. California Health Care Facility

      d. California State Prison-Corcoran

      e. California State Prison-Sacramento

      f. California State Prison-Los Angeles

      g. Mule Creek State Prison

      h. North Kern State Prison (Delano I)

      i. Kern Valley State Prison (Delano II)

      j. Pleasant Valley State Prison

      k. RJ Donovan Correctional Facility

      l. Salinas Valley State Prison

      m. California Substance Abuse Treatment Facility-Corcoran

   b. **California Department of Veterans Affairs (CalVet)**

      a. Chula Vista

      b. Lancaster

      c. West Los Angeles

      d. Yountville

   c. **Department of Developmental Services**

      a. Fairview Developmental Center

b. Porterville Developmental Center

c. Sonoma Developmental Center

2. Effective July 1, 2023, the State shall provide a monthly pay differential of 12% of the employee's monthly base salary for employees who are employed by the Department of State Hospitals, and appointed in the classification of Physician and Surgeon (Class Codes 7551, 7552, 7565, 7644, 7651) and appointed at one of the locations listed below:

   a. **Department of State Hospital (DSH) Locations:**

      a. DSH-Coalinga

      b. DSH-Napa

      c. DSH-Atascadero

      d. DSH-Metropolitan

      e. DSH-Patton

3. Pay Differential 212 (Recruitment & Retention Differential Porterville Developmental Center) Effective July 1, 2023, the Staff Psychiatrist, (Safety) (7619), employed by the Department of Developmental Services at the Porterville Development Center, will be added to Pay Differential 212.

4. Pay Differential 479 (Psychiatrist In-Person Direct Patient Care Recruitment and Retention Differential)

   Effective July 1, 2023, all psychiatrists in class codes 7616, 7618, 7619, 9758, and 9759 whose regular duties require them to perform direct in-person patient care on grounds or at a facility 50% or more of the time shall receive a differential of fifteen (15) percent of their base salary. This differential is in addition to any differential received by the employee.

   a. In order to be eligible for the pay differentials outlined in Section D above, employees must have a qualifying pay period.

   b. Less than full-time permanent employees shall receive the pay differentials outlined in Section D above on a pro-rata basis.

   c. Permanent intermittent employees shall receive a pro-rated the pay differentials outlined in Section D above based on the hours worked in the pay period.

   d. The pay differential payments outlined in Section D above shall not be considered as compensation for purposes of retirement contributions.

E. Correctional Medicine Differential

Effective the first day of the pay period following ratification by both parties, CCHCS employees in Classification Code 9269 (Physician & Surgeon, Correctional Facility) and 9263 (Physician & Surgeon, Correctional Facility (Internal Medicine/Family Practice)) who provide full-time direct patient care that includes screening, diagnosing, monitoring and treatment of patients in a correctional setting will receive a $1,200 monthly differential. Direct patient care is defined as face-to-face patient care (including use of clinical videoconferencing also known as telemedicine). Less than full-time permanent employees and permanent intermittent employees shall be paid on a pro-rata basis. The pay differential shall not be considered as compensation for the purposes of retirement contributions. This provision sunsets on June 30, 2028 and will be open for review and reconsideration in the successor MOU.

Note: This provision finalizes all compensatory commitments related to PERB Case SA-CE-2168-S.

F. Pay Differential 324 (Mental Health Recruitment Retention Bonus) Effective October 1, 2023, Pay Differential 324 was amended as follows:

1. All eligible employees hired after October 1, 2023 shall be eligible for a retention payment as provided below:

    a. After completing 12 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 1 percent of their base salary.

    b. After completing 24 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 2 percent of their base salary.

    c. After completing 36 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 3 percent of their base salary.

    d. After completing 48 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 4 percent of their base salary.

    e. After completing 60 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 5 percent of their base salary.

    f. After completing 72 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 6 percent of their base salary.

    g. After completing 84 consecutive qualifying pay periods, eligible employees shall receive a bonus payment, payable no more than 60 days after the completion of the pay period, of 7 percent of their base salary.

2. Intentionally Blank

3. For the purposes of calculating the bonus payment amount, the calculation will be based on the employee's annualized base pay as of the first day of the pay period following completion of each payment's criteria.

4. Employees must remain in good standing (i.e. no formal adverse action, overall negative performance review, or under a complaint initiated peer review) for the duration of the eligibility period to receive the bonus.

5. Eligibility Criteria:

    a. The employee must be treating patients in-person, on grounds or at a facility more than 50% of each qualifying pay period.

    b. If the employee voluntarily terminates or is discharged prior to completing the consecutive qualifying pay periods required for eligibility for this differential, there will be no pro rata payment of those months served.

    c. If an employee transfers to another location within CDCR or transfers to/from or within DSH facilities, without a break in service, the qualifying consecutive pay periods at each location shall be cumulative.

    d. If an employee promotes without a break in service from a classification listed above to another classification listed above within CDCR or DSH, the qualifying consecutive pay periods at CDCR or DSH, shall be cumulative.

    e. If an employee transfers or promotes to a different department, regardless of the classification, there will be no pro rata payment of those months served at CDCR or DSH.

    f. Management initiated redirections or changes in assignment will not disqualify the employee from receiving the pay differential.

g. For the purposes of counting qualifying time towards eligibility for payment of the pay differential, approved leaves of absence such as maternity/paternity leave, medical leave, FMLA or military leave shall not be considered a break in service or considered to break the consecutive month requirement.

h. Part-time and intermittent employees shall receive a pro rata share of the recruitment differential based on the total number of hours worked during the completion of each qualifying period.

i. The State reserves the discretion to adjust or terminate this differential by providing a 30-day notice to the exclusive representative of the unit impacted.

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

This differential shall not be subject to the grievance or arbitration processes.

10.5 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) work days 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 50% of the employee's actual net pay will normally be issued within five work days after payday. No more than two 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.

4. The circumstances listed in (1), (2) and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.

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. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.

10.6 Salary Definitions

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;

B. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One step higher is calculated by multiplying the rate by 1.05 (e.g., $2,300 x 1.05= $2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., $2,415 /1.05= $2,300);

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.

H. 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.

10.7 Merit Award

A. The department may make awards to current or retired State employees who:

1. Propose procedure or ideas which hereafter have been adopted and which will result in eliminating or reducing State expenditures or improving operations; provided, the proposals are placed in effect; or

2. Perform special acts or special services in the public interest; or

3. By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in the operations of the State government.

B. Awards for superior accomplishments shall be made in accordance with procedures and standards established by the department. Any award made by the department under the provisions of this section may be paid from the appropriation available to the State agency affected by the award.

C. The director may adopt rules and regulations to carry out the provisions of this section, and may appoint merit award boards made up of State officers, employees, or citizens to consider employee proposals, special acts, special services, or superior accomplishments, and to make recommendations to the department as to the merits of the proposals, special acts, special services, or superior accomplishments, and whether or not the proposals, special acts, special services, or superior accomplishments justify an award.

D. Any award granted under the provisions of this section shall be limited to five thousand dollars ($5,000) unless a larger award is approved by concurrent resolution of the Legislature. Any expenditures made or costs incurred heretofore or hereafter by the director for the purposes of this section may be paid from funds available for the support of the department.

10.8 Overpayments/Payroll Errors

A. When the State determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. Thereafter, reimbursement shall be made to the State through one of the following methods mutually agreed to by the employee and the State:

1. Cash payment or payments.

2. Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred.

3. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, or holiday) or compensating time off. Absent mutual agreement on a method of reimbursement, the State shall proceed with recoupment in the manner set forth in paragraph (2).

B. When a department determines an underpayment has been made to an employee, it shall notify the employee of the underpayment in writing with an explanation.

C. When a department completes an audit, investigation or review and identifies an overpayment and/or underpayment for a significant number of BU16 employees the department shall notify UAPD in writing at least fifteen (15) days prior to notices being sent out to the affected employees.

10.9 Labor-Management Committee on State Payroll System

A. The parties agree to establish a labor-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 timelines 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.

B. The committee shall be comprised of an equal number of management representatives and labor representatives. In addition, the California Department of Human Resources shall designate a chairperson of the committee. The Union of American Physicians and Dentists may send one representative who shall serve without loss of compensation.

C. The State provided notice on March 8, 2023, to begin discussions regarding the implementation of the California State Payroll System Project. The parties agree that the MOU will not be a barrier in the implementation of the payroll system.

10.10 Transportation Incentives/Parking Rates

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

B. Mass Transit

Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 100 percent discount on public transit passes sold by State agencies up to the current monthly exclusion amount provided by the Internal Revenue Service (IRS). Employees who purchase public transit passes on the employee's own shall be eligible for a 100 percent reimbursement up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Vanpool

Employees riding in vanpools or driving vanpools shall be eligible for a 100 percent reimbursement of the monthly fee up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. A vanpool must, at a minimum, meet the definition of a "commuter highway vehicle" in Internal Revenue Code section 132(f), including seating capacity requirements. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. Mass Transit and Vanpool

Employees headquartered out-of-state shall receive reimbursement for qualified public transportation and vanpool expenses for 100 percent of the cost up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

E. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned, wholly leased or administered lots, in an amount not to exceed $20.00 per month. Every effort shall be made to provide employees 60 days but no less than 30 days' notice of a parking rate increase. Rates at new lots owned, wholly leased or administered by the State will be set at a level comparable to

existing state lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot. This Article does not apply to parking spaces leased in parking lots owned or administered by private vendors.

F. Parking fees may be paid with pre-tax dollars.

G. 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.

H. Parking rates for single occupant vehicles in State-owned or wholly leased or administered lots/structures in congested urban areas except for twenty-four hour facilities in the Department of Corrections and Rehabilitation, Department of Developmental Services, Department of State Hospitals, Department of Education, Special Schools and the Department of Veterans Affairs, shall be raised to fair market value.

10.11 State-Owned Housing Rental and Utility Rates

A. Rent

Current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased annually by the State with sixty (60) day notice as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty-five percent (25%) each year, not to exceed the rental fair market value.

2. Employee rental of State-owned housing shall not ordinarily be a condition of employment. In any instance, when the rental of State-owned housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.

3. 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) day advance notice. When an employee vacates, the State-owned housing, the State shall rent such housing at the rental fair market value.

B. Utilities

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.

4. If the department determines the housing unit cannot be individually metered or if historic considerations, housing design or construction render all practical weatherization measures inappropriate or ineffective and resulting utility costs would be excessively high, a flat rate utility fee in accordance with the normal utility costs of similar size dwellings in the area will be paid by the employee.

10.12 License Renewal Fees

A. The State agrees to reimburse employees who are required by law to maintain a license as a condition of State employment for the actual cost of license renewal fees. If the employee is working less than full-time, the license fee reimbursement shall be pro-rated.

B. The State agrees to reimburse management required DEA license fees to employees who during the

course of their employment prescribe medications. If the employee is working less than full-time, the license fee reimbursement shall be pro-rated.

10.13 Licensure - Continuing Medical Education

As a condition of employment with the State of California, maintenance of required licensure is the responsibility of the employee. For courses directly related to maintaining licensure, the State shall provide each Unit 16 employee up to 60 hours per fiscal year of Continuing Medical Education (CME) leave and reasonable travel time. CME is defined as including continuing Dental and continuing Podiatric Education. CME courses shall be at the discretion of the employee.

A. It is understood by both the State and UAPD the importance for Unit 16 employees to utilize the 60 hours per fiscal year to attend conferences and courses directly related to maintaining licensure and board certification. The State shall not require Unit 16 employees to utilize furlough leave, vacation time, or Personal Leave to attend conferences directly related to maintaining licensure. The time used for CME leave, regardless of location, shall be considered the same as other paid leave (i.e. vacation, annual leave). CME leave shall not be subject to any other leave cash-out provisions nor shall CME leave be cashed-out at separation or retirement. CME leave shall be carried over to the next fiscal year if the employee is denied or does not have the opportunity to use their CME leave during the fiscal year. No more than one (1) year of CME may be carried over to the next year and total CME leave carry over may not exceed 120 hours at any time. Employees attending training in order to meet licensure requirements under this Article shall be considered on approved CME leave. Requests for CME leave must be submitted to the supervisor or designee at least fourteen (14) workdays prior to the CME training. The department or designee shall approve or deny requests for CME leave within seven (7) workdays. CME requests shall not be unreasonably denied.

B. The State will issue an annual payment on July 1 of $2,500 per year to cover for CME costs for tuition and/or registration fees, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure and board certification. Employees working less than full-time shall be entitled to a pro-rated amount of the $2,500, per fiscal year. For employees hired after the July 1 payment, departments will manually process the annual payment of $2,500.

C. Travel restrictions outlined in Article 10.3 do not apply to CME related travel. Attending a CME course out-of-state does not require additional approval as outlined in Government Code 3522.

D. This provision supersedes department policy and any other referenced procedure with regard to the administration of CME.

E. In addition, the State shall provide to all Unit 16 employees, two (2) - eight hour (8) workdays (16 hours) per fiscal year (without loss of compensation) for activities such as, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. These activities are at the employees' expense and therefore the choice of professional growth activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

1. Employees working part-time shall earn PDD credit on a pro-rated basis in accordance with the following chart.

Time Base	PDD hours credited per PDD day
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40

Time Base	PDD hours credited per PDD day
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	0.80
3/10	2.40
7/10	5.60
9/10	7.20

2. Permanent Intermittent employees will be eligible for PDD on a pro-rated basis, based on the hours worked during the pay period of usage. The pro-ration shall be based on the chart below:

Hours on pay status during pay period	PDD hours credited per PDD day
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
151 and over	8

PDD credit may be used in one (1) hour increments.

10.14 Telework Stipend Program

A. Eligibility

Effective January 1, 2022, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered, with an approved telework agreement shall receive $50 per month.

2. Employees identified as Office Centered, with an approved telework agreement shall receive $25 dollars per month.

3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period.

2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.

3. This payment is not subject to a qualifying pay period.

4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.

5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.

6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.

7. No receipts shall be required for the payment of this stipend.

8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.

9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this side letter and the terms of the MOU.

C. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.

D. Should the stipend amounts, as listed in Section A(1) and A(2), for any other Bargaining Unit result in more than what is received by Bargaining Unit 16 employees, the same rate shall apply to Unit 16 employees simultaneously.

E. Telework Joint Labor Management Committee

1. Upon written request, the State and the Union shall meet no more than four (4) times per fiscal year. Upon mutual agreement the parties may meet more frequently to continue discussion under this section. The Union and State shall each select up to five (5) representatives. Union representatives shall serve without loss of compensation. The State and Union will discuss cross-departmental issues related to the implementation and administration of the Statewide Telework Policy such as equipment, tools, service delivery, and employee cost. Any recommendations from the committee shall be submitted directly to the Deputy Director of Labor Relations, CalHR.

2. Upon mutual agreement Subject Matter Experts may be allowed to attend. Additional representatives may be permitted upon mutual agreement between the parties.

3. The Union and State will mutually develop an agenda prior to each meeting.

F. This provision is effective through June 30, 2028.

10.15 Psychiatrists Additional Caseload (Department of State Hospitals and California Department of Corrections and Rehabilitation/Correctional Health Care Services)

Management will determine when there are additional caseload needs beyond the normal psychiatrist caseload. In such cases, management may authorize the psychiatrist to work additional hours to work the additional caseload.

Effective April 1, 2024, the psychiatrist shall be compensated at 135% of their base hourly rate in increments of not less than one (1) hour for the additional caseload responsibilities.

All additional hours worked shall be recorded on the psychiatrist's regular timesheet even if the additional work may be at another work location within the department.

Approval to work an additional workload at a different facility or institution must be approved in advance by management.

Payments for additional hours worked will be processed after the close of the pay period and submission and approval of the timesheet.

If the assigned/approved additional hours worked requires travel to an alternate location, reimbursement will not be provided unless the travel is required by the department. In such circumstances, reimbursement shall be in accordance with section 10.3 of the MOU.

Arduous pay shall not be paid in addition to compensation allowed by this section.

Payments made pursuant to this section will not be considered compensation for retirement purposes.

It is recognized that psychiatrists are statutorily exempted from the FLSA, the extra hours assigned pursuant to this section are in recognition of the additional caseload assignments and beyond the normal caseload.

Employees shall only be eligible to be approved to work extra hours while in good standing, i.e., not serving out a formal Adverse Action, under a complaint-initiated Peer Review or has been denied their most recent MSA.

This provision expires June 30, 2028.

This section is grievable through the third step in accordance with the grievance and arbitration procedures of this MOU.

ARTICLE 11 - HEALTH AND WELFARE

11.1 Health, Dental, and Vision Benefits

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

   Effective on the first day of the pay period following ratification of this agreement, the State will continue to pay the contribution rates established on January 1, 2025, for the Consolidated Benefits (CoBen) allowance. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS and/or dental plan administered or approved by CalHR.

   a. The State shall contribute $851 per month for coverage of an eligible employee. (Party code one).

   b. The State shall contribute $1,689 per month for coverage of an eligible employee plus one dependent. (Party code two).

   c. The State shall contribute $2,204 per month for coverage of an eligible employee plus two or more dependents. (Party code three).

2. The employer health benefits contribution for each employee shall be an amount equal to eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) 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 (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

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

3. Enrollment Options

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

   a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.

   b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that they have qualifying group health coverage as defined by CalHR from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

   c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that they have qualifying group health coverage and dental coverage as defined by CalHR from other sources, the employees may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive $155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

   d. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that they have qualifying group health coverage as defined by CalHR from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive $130 per month. (The State will pay the premium cost of the dental plan and vision plan.) Cash will not be paid in lieu of dental benefits only or vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

   e. Permanent Intermittent (PI) employees shall be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year if they certify having qualifying group health or health and dental coverage, as defined by CalHR, from another source and meet all of the following criteria:

      a. Must be eligible to enroll in health or health and dental coverage as of January 1 of the Plan Year for which they are enrolling and;

      b. Must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;

      c. Must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which they are enrolling and;

d. Must have submitted the enrollment form during the CoBen open enrollment period or as newly eligible.

e. This subdivision is not grievable or arbitrable.

f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in Subsection A.1.a., A.1.b., A.1.c., or A.2., above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits 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 if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. 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) calendar 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.

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

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in Section A.1. of this article.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this article.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B.3. of this article.

D. Vision Benefit

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in Section A.1. of this article. 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. Nothing in this section would preclude the State from offering an enhanced benefit that would be in favor of the employee. Notice would be provided and the union would have a right to meet and confer.

2. Employee Eligibility

   Employee eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.1. and B.2. of this article.

3. Family Member Eligibility
   Family member eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.3. of this article.

E. FlexElect Program

1. Program Description

   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 State and Federal laws and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.

2. Employee Eligibility

   a. To be eligible to enroll in the FlexElect Medical Reimbursement Account and the Dependent Care Reimbursement Account, employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if in a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not Permanent Intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.

11.2 Employee Assistance Program

A. The State recognizes that life circumstances may adversely affect job performance. As a means of supporting employees, the State may offer voluntary, confidential referral services such as alcohol use and misuse, drug use and misuse, and marital and family issues, emotional, personal and stress concerns, legal matters, financial and credit, dependent care, or other problems.

B. Each department director or designee shall designate an Employee Assistance Program (EAP) Coordinator who shall arrange for programs to implement this section. The employee voluntarily participating in services may use leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee if all leave credits, have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.

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 the employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

11.3 Long Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 16 are eligible to enroll in any long term care insurance plan sponsored by the Public Employees' Retirement System.

11.4 Pre-Tax of Health/Dental Premiums

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 premiums taken out of their paycheck before Federal, State and Social Security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre taxed, must make an election not to participate in this benefit.

11.5 1959 Survivors' Benefits - Fifth Level

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

B. 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, pursuant to Government Code Section 21581.

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

1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of the spouse: = $1,800

2. A spouse with one eligible child, or two eligible children not in the care of the spouse: = $1,500

3. 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

11.6 Health Promotion Activities

A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care cost, encourages departments and employees to participate in health promotion and injury prevention activities.

B. Departments may, based on operational needs, allow employees to participate in State-sponsored on-site health promotion activities.

C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

11.7 Joint Benefits Advisory Committee

A. The Union shall participate in the Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet as necessary. 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 Union may appoint a Unit 16 employee to the Committee who shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

C. The CalHR will provide the necessary staff to support the Committee.

11.8 Industrial Death or Disability

Industrial death or disability benefits for Unit 16 employees are specified in Government Code section 20047, which reads as follows:

20047 "Industrial" with respect to State miscellaneous members also means death or disability after January 1, 1993, resulting from an injury that is a direct consequence of a violent act perpetrated on his or her person by a patient or client of the State Department of State Hospitals at Patton State Hospital or Atascadero State Hospital, an inmate at the DSH Psychiatric Program at CMF Vacaville or a patient at any other State hospital which is deemed a forensic facility if:

a. The member was performing his or her duties within a treatment ward at the time of the injury,

or

b. The member was not within a treatment ward but was acting within the scope of his or her employment at the hospital and is regularly and substantially as part of his or her duties in contact with the patients or clients, and

c. The member at the time of injury was employed in a state bargaining unit for which a Memorandum of Understanding has been agreed to by the State employer and the recognized employee organization to become subject to this section, or

d. The member was either excluded from the definition of State employee in subdivision (c) of Section 3513 or was a non-elected officer or employee of the executive branch of government who was not a member of the civil service.

The provisions of this part providing industrial death and disability benefits to State industrial members shall apply to the miscellaneous members described in this section and to any other State member whose death or disability results from an injury under the conditions prescribed in this section.

ARTICLE 12 - PERSONNEL TOPICS

12.1 Adverse Actions

The State Personnel Board shall retain jurisdiction over all adverse actions.

12.2 Investigations

When a Bargaining Unit 16 employee is the subject of an investigation the employee will be provided a reasonable notice that includes information regarding the nature of the investigation. However, the Department need not notify the employee of an undercover operation or if the Department is obtaining a search warrant. If the investigation is not concluded within ninety (90) calendar days from the date the employee is notified of the investigation, the employee and the UAPD will be notified in writing of the anticipated completion date of the investigation. If the investigation is not completed within the timeframe contained in the notice, the employer will provide the employee and UAPD written updates every sixty (60) calendar days regarding any additional time needed to complete the investigation. This section does not apply to clinical reviews and administrative inquiries.

For employees of CDCR and CCHCS, this section of the MOU applies to administrative investigations conducted or authorized by the Office of Internal Affairs.

12.3 Progressive Discipline

A. The State will use progressive discipline to ensure that there is a fair and appropriate process for correcting employee performance. Progressive discipline is intended to identify problems with a Unit 16 employee's performance and provide the employee with an opportunity to bring the performance up to standard. The parties recognize that an employee's first time offense may require immediate adverse action and this section is not intended to conflict with any of the procedures set forth for disciplinary actions in Government Code Section 19570 et seq.

B. Letters of Instruction (LOI)/Work Improvement Discussions (WIDs) (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of the same. Upon request to the appointing authority of their designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their disposal. LOI/WIDs shall be issued generally within thirty (30) days but no more than forty-five (45) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID. The employee shall have the right to submit a rebuttal to any LOI/WID. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee. This section does not apply to performance reports, probationary reports, or adverse actions.

C. LOI/WIDs shall be issued generally within thirty (30) days but no more than forty-five (45) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID. The employee shall have the right to submit a rebuttal to any LOI/WID. The rebuttal shall be submitted no later

than thirty (30) days after issuance of the LOI/WID to the employee. This section does not apply to performance reports, probationary reports, or adverse actions.

D. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued within thirty (30) days but no more than forty-five (45) days from the decision to give the employee an LOI/WID. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.

E. Any dispute pertaining to this section may be appealed to the third step of the grievance and arbitration procedure in this contract. The decision at the third step is final and binding on all parties.

12.4 Official Personnel File

A. Only one complete official departmental personnel file shall be maintained for each employee at a location identified by each State department head or designee.

B. An employee or their representative, if properly authorized by the employee, shall have the right to review and to obtain copies of any material in their official personnel file during regular personnel office hours with appropriate prior notice.

C. The official personnel file shall not be moved from the identified location unless approved by the State department head or designee.

D. Where the official personnel file is in a location remote from the employee's work location, arrangements may be made to have a complete copy of the file sent to a location specified in writing by the employee.

E. The State shall maintain the official personnel file as a confidential record which should be available for inspection only to the employee's immediate supervisor or the direct higher line supervision or other persons authorized by the department head or designee.

F. An employee shall be provided, on a timely basis, with a copy of any performance related material in their official personnel file.

G. An employee shall have the right to prepare and have entered into their official personnel file their written response to any performance-related material which is in their official personnel file.

H. Except the performance appraisal report, probationary reports and adverse actions, any negative performance-related material shall be removed from the employee's personnel file and destroyed within one (1) year from the date of entry, if there has been no further documentation of the same or similar behavior. When an employee receives written documentation of a negative nature, the supervisor shall note in writing the time frame it will remain in the file, if less than one (1) year.

I. An employee shall have the right to request in writing, at any time, the removal of any performance-related material in their official personnel file. The State shall provide a written response if such request is denied within fifteen (15) calendar days of the employee’s request.

12.5 Performance Appraisal

A. The performance appraisal system of each department shall include annual written performance appraisals for permanent employees. Such appraisals shall be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which they are serving.

B. A performance appraisal of a bargaining unit employee shall not be based solely on a numerical rating, statistical analysis, or percentage rating of the employee's professional work.

C. The State and UAPD encourage periodic informal performance evaluations and conferences between Unit 16 employees and their supervisors to discuss work performance, job satisfaction, and work-related problems. Such conferences shall be held in a private setting.

D. When a Performance Appraisal Summary results in any "improvement needed", “does not meet standards” or any other non-satisfactory rating, the employee may grieve the evaluation up to the second step of the grievance procedure.

E. A management peer of the employee's profession shall countersign any Unit 16 employee's rating which indicates "I" or Improvement needed and which involves the employee's licensed professional competency.

12.6 Professional Judgment

A. The parties agree that Unit 16 employees shall not practice, nor shall they be required to practice, in any manner which places their professional license(s) in jeopardy.

B. Professional judgment issues may be appealed to the third step of the grievance and arbitration procedure in this contract. Upon request, a grievance conference shall be granted at the second step of the grievance and arbitration procedure in this contract. The decision at the third step is final and binding on all parties.

C. During the term of this contract, but no less than 180 days after ratification by both parties, the State and Union shall form a workgroup to discuss and develop recommendations to address and resolve professional judgement disputes.

D. The workgroup shall be made up of four (4) members from the State and four (4) members from the Union. Both the State and Union shall select a Chairperson. Workgroup participants shall serve with no loss of compensation. Any travel costs shall be paid by the respective party. Subject matter experts may attend by mutual agreement of the chairs.

12.7 Malpractice Suit(s)

The department shall, whenever possible, consult with the affected bargaining unit employee(s) prior to the settlement of a malpractice suit. (See Attachment B).

12.8 Working Conditions

The State shall endeavor to assure that Bargaining Unit 16 employees have adequate resources (i.e. training, tools, equipment, and materials), to perform the employee's assigned duties. This sections shall be grieved as a complaint under the grievance and arbitration procedures of the MOU.

12.9 Office Space

The State agrees to make a reasonable effort to provide enclosed office space to Unit 16 employees who have confidentiality needs within 30 days of the Bargaining Unit 16 employee's start/hire/transfer date. Both parties agree that existing office space in institutions, field offices and headquarters locations may be altered where feasible to address confidentiality needs.

When a move involving a significant number of Unit 16 employees to other than existing space is planned, UAPD shall be notified at least 30-days prior to the move and shall be invited to meet and discuss the proposed space plans.

12.10 Annual Physical

If the initial and annual physical examinations are not provided for by the State, the employee may have the examination done by a physician of their own choice without loss of compensation. However, if the initial and annual physical examinations are made available by the State and the employee prefers their own personal physician, then the time spent for this purpose shall be charged to sick leave and the cost of the examination shall be at the expense of the employee. An employee must have prior approval, for operational reasons, to leave the work site to take a physical examination.

12.11 Out of Classification Assignments

A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.16, and 19823, an employee may be required to perform work other than that described in the specification for their classification for up to 120 consecutive calendar days during any 12-month period. An employee may be assigned to work out of class for more than 120 consecutive days only with approval of the California Department of Human Resources (CalHR). Out-of-class work is defined as, more than 50 percent of the time, performing the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which

the person has a current, legal appointment.

B. If a department head or designee requires an employee to work in a higher classification for more than 15 consecutive calendar days, the employee shall receive the rate of pay the employee would have received if appointed to the higher class for the entire duration of the assignment, not to exceed one year. No employee may be compensated for more than one (1) year of out-of-class work for any one approved out-of-class assignment. For the purpose of this section, a higher classification is one with a salary range maximum that is any amount higher than the salary range maximum of the classification to which the employee is appointed.

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

D. If any dispute arises about out-of-class work, out-of-class pay position allocation, or other allegation of performing duties not assigned to an employee's class, an employee may file a grievance, and the decision reached at Step 3 (CalHR) of the grievance procedure shall be final and binding. Approved out-of-class grievances shall be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.

12.12 Department Reports for Unit 16 Positions

The departments having employees covered by the Unit 16 Agreement shall provide electronically to the Union a quarterly report of the unfilled, new and vacant positions in Unit 16. The Department's Office of Labor Relations will provide the reports during the months of January, April, July and October.

12.13 Duty Statements

A. An employee shall be provided with a current duty statement for the employee's position within fifteen (15) calendar days of the employee's request. Duty statements must comply with the State Personnel Board job classification specifications.

B. Duty statements shall be determined by the appointing authority or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, the employee's duty statement shall be reviewed, and if necessary, updated to reflect their current duties.

C. Annually upon request, a Union representative will be provided with access to existing duty statements for review.

D. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent.

E. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

12.14 Electronic Monitoring

A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment the employee may grieve such action under Article 6.

B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason of discipline.

ARTICLE 13 - HEALTH AND SAFETY

13.1 Health and Safety Committees

A. The State shall attempt to provide a safe and healthy work place for State employees. UAPD agrees that it shares responsibility for this effort, as do State employees. Departments agree to comply with occupational safety and health standard and regulations.

B. The parties agree that Joint UAPD/Management Health and Safety Committees are appropriate in many areas of State employment. At UAPD's request, each department shall establish at least one Joint UAPD/Management Health and Safety Committee. Additional Joint UAPD/Management Health and

Safety Committees may be established as appropriate for the larger departments.

C. Joint UAPD/Management Health and Safety Committees may consist of no more than one representative in the area served by each Joint UAPD/Management Health and Safety Committee. The State may appoint an equal number of State representatives.

D. The Committee shall meet at least quarterly for the purpose of discussing employee health and safety concerns for the purpose of making recommendations for appropriate actions on the subjects of safety, safety promotion, how to encourage employees to be more conscious of safety and the well-being of their own health in the workplace.

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

F. When an employee in good faith believes that they are being required to work where a clear and present danger exists, the employee will so notify their supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with their assigned duties. If UAPD or the employee still believes the unsafe condition exists, UAPD or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure.

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

13.2 On-the-Job Injury Reports

Within sixty (60) calendar days after the end of each calendar year, each State department with Bargaining Unit 16 employees will provide the UAPD written reports of on-the-job injuries and illnesses of Unit 16 employees in the department, by facility, during the prior calendar year.

13.3 CDCR Training for Unit 16 Employees

The Department of Corrections and Rehabilitation (CDCR) recognizes the need to provide information necessary for the personal protection of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. Upon request of the UAPD, a local Warden or Health Care Manager (HCM) or designee will meet with the UAPD regarding the safety concerns of the union. The UAPD and CDCR representatives will identify available self-protection training materials. Based on CDCR resources currently available for this purpose, the CDCR and UAPD representatives will develop and implement a safety training program which addresses the UAPD's safety issues.

13.4 Health and Safety Grievance

All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the second level of the grievance procedure pursuant to the modified time limits set forth below:

A. Health and Safety Grievance - Step 1

1. If the grievant is not satisfied with the decision rendered by their supervisor pursuant to Section 6.6 of this Agreement, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the first level of appeal.

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

B. Health and Safety Grievance – Step 2

1. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the second level of appeal.

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

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

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

ARTICLE 14 - EMPLOYEE MOVEMENT

14.1 Voluntary Transfers

A. An employee may request a geographic transfer to a position in the same classification within their department. Requests for transfer shall be made in writing to the facility supervisor or designee and shall remain on file for thirty (30) days unless withdrawn by the employee.

B. The parties recognize the desirability of granting a permanent employee a transfer within their department and classification to another location. Employees who have applied for a transfer to a vacant position in their classification shall be considered before hiring a new employee. In the event this consideration is denied, a written explanation of the denial of the transfer request must be provided to the employee within thirty (30) days from the date of the request.

C. The employee shall not be entitled to relocation expenses.

14.2 Involuntary Transfers

When an employee is involuntarily transferred, which reasonably requires the employee to permanently change their place of residence, the employee shall be given a 60-day written notice of the effective date of the transfer. The notice shall set forth why the employee is being transferred. The 60-day notice may be waived by the employee. Involuntary transfers, if imposed, shall be made based upon the employee(s) with the least amount of State service at the state facility, institution or work site. The State shall not make an involuntary transfer requiring a change in residence for the purpose of harassment or reprisal.

14.3 Appeal of Involuntary Transfer

A. An involuntary transfer which reasonably requires an employee to change their 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 California Department of Human Resources disapproves the transfer, the employee shall be returned to their former position; shall be paid the regular travel allowance for the period of time they were away from their original headquarters; and their moving costs both from and back to the original headquarters shall be paid in accordance with the California Department of Human Resources law and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change their 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. An involuntary transfer which reasonably requires a change in residence shall be initiated by the State only after no qualified volunteers could be obtained from the Bargaining Unit 16 employees in the state facility or institution involved. Qualified is defined as meeting the necessary skills and abilities, staffing needs and operational needs of the department.

14.4 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change their 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 10.3 and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

14.5 Hardship Transfer

A. The State and the Union recognize the importance of hardship transfers as a way of mitigating personal

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, and may request a transfer to another geographic area to mitigate the hardship. Any request shall be processed in accordance with established departmental policy and/or practice.

B. A department shall provide in writing the reason(s) for an inability to grant the transfer within 30 calendar days and no later than 60 calendar days after receiving a written request.

C. Transfers under this section shall be considered voluntary and only occur within the department.

D. This section is not subject to the grievance and arbitration procedures of this MOU.

ARTICLE 15 - LAYOFF

15.1 Layoff and Reemployment

A. APPLICATION. Whenever it is necessary because of 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 layoff employees pursuant to this Section.

B. AREA OF LAYOFF. The department determines the area of layoff, including designated geographical, organizational or functional subdivision of a State agency.

C. 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 CalHR regulations.

D. NOTICE. The State agrees to forward a copy of the layoff plan to UAPD when approved by CalHR. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar-day time period will begin to run on date of mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. Such notification shall contain: the reason for the proposed layoff; the anticipated classes affected; the number of employees in each class; the estimated number of surplus employees in each class, and the proposed effective date of the layoff.

E. TRANSFER OR DEMOTION IN LIEU OF LAYOFF. The State may offer affected employees a transfer or a demotion in lieu of layoff to another position deemed appropriate by the department, pursuant to Government Code Sections 19997.8 through 19997.10 and California Department of Human Resources Rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

F. REDUCING THE ADVERSE AFFECTS OF LAYOFF. Whenever the State determines it necessary to layoff 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.

G. 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 reemployment lists in accordance with Sections 19056 and 19056.5 of the Government Code.

H. 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 consecutive qualifying pay periods, the second pay period shall be disqualified.

I. APPEALS. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration article of this contract.

15.2 Alternative to Layoff

A. The State may reduce the number of hours an employee works as an alternative to layoff. No employee

shall have their hours of work reduced for more than a cumulative total of two months in any calendar year. Prior to the implementation of this alternative to a layoff, the State will notice and meet and confer with the UAPD on the use of this alternative.

B. Employees who have had their hours of work reduced pursuant to this Section shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay and seniority. Employees shall continue to receive the full State contribution to health and dental plans as provided in Article 11 of this Agreement.

This provision is not subject to the grievance and arbitration clause of the contract.

ARTICLE 16 - MISCELLANEOUS

16.1 Medical Staff By-Laws

A. Where there is an organized medical staff, there shall be Medical Staff by-laws. In hospitals where there are ten (10) or more full-time Bargaining Unit 16 employees providing direct patient care, they may form an organized medical staff. In every DSH facility accredited by the Joint Commission, the Organized Medical Staff shall have medical staff by-laws that conform to the Medical Staff standards chapter of the Joint Commission.

B. It is the intent of CDCR, at institutions where there is a DSH psychiatric program, to have one organized medical staff who, under the by-laws can elect their own officers, in accordance with the requirements of Title 22. Both physicians employed by the DSH psychiatric unit and the physicians employed by CDCR shall be members under the by-laws.

This provision is not subject to the grievance and arbitration clause of the contract.

16.2 Peer Review

Peer review shall be a committee of the organized medical staff and its makeup is a prerogative of the medical staff to be determined in the Medical Staff by-laws.

In facilities with medical staffs all questions of professional competence may be referred to peer review for review and recommendation. Based on the peer review a recommendation for disciplinary action may be made.

16.3 Medical Staff/Hospital Management Committees

To facilitate communications and to provide quality client/patient care, hospital management shall, upon written request, meet on a quarterly basis with representatives of the organized medical staff to discuss clinical issues and problems which would result in increasing quality medical care. The intent of these meetings shall be to discuss professional concerns. Participants may submit agenda items in advance of the meeting. During these meetings, hospital management may seek medical staff input on major medical purchases or requisitions and seek the input of Unit 16 employees on health care policy. One UAPD steward and one departmental labor relations officer may attend the meetings of the committees. The State will record and distribute minutes of these meetings. By mutual agreement there can be departmental level meetings between the parties on these items. Participants shall attend without loss of compensation.

16.4 Productivity Criteria Committee

A. The State employer or designee and UAPD agree to the formation of a Joint Productivity Criteria Committee comprised of the Departments of Health Care Services or Social Services, and UAPD.

B. The purpose of the Committee is to meet semi-annually or as needed to discuss productivity criteria within the Departments of Health Care Services or Social Services. The Committee shall normally include three (3) representatives from UAPD and three (3) representatives from the State; the Union and State representatives will be selected from the respective department(s) whose criteria is under review. Participation can be altered by mutual agreement.

C. It is the intent of the departments to discuss any changes in the current or future productivity criteria with the Committee prior to implementation. The department will give consideration to the ideas, concerns and proposals made by the Union designees. The Union recognizes the department's right to evaluate

performance and the method of evaluation.

D. Participation on the Committee shall be subject to the operating needs of the departments without loss of compensation.

E. The Committees meet and discuss items, may include, but are not limited to

1. establishment of productivity criteria;

2. changes in existing productivity criteria;

3. ensuring Unit 16 employees are aware of productivity criteria affecting them and how that criteria was derived.

F. The State will record and distribute, within thirty (30) days, the minutes of the meetings.

16.5 Intentionally Excluded

16.6 MOU Accessibility

A. In order to be in compliance with California Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines, modifications may be made to the formatting of the memorandum of understanding (MOU). These modifications will not change the intent of the language, nor will they be substantive in nature. Examples of formatting changes that will be needed:

1. Table headers to make the table accessible for screen readers, for example Holiday Pay, PI Vacation Hours

2. New Outline format A., 1., a., (1)

ARTICLE 17 - COVERAGE AND TERM

17.1 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, written or oral, regarding any such matters are hereby superseded. It is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Item B, of this Section.

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

The parties recognize that during the term of this agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify UAPD of the proposed change prior to its implementation.

C. The parties shall undertake negotiations regarding the impact changes would have on the employees in Unit 16 when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 16;

2. Where the subject matter of the change is within the scope of representation pursuant to Ralph C. Dills Act;

3. Where UAPD requests to negotiate with the State.

D. The phrase significant number shall mean:

1. A majority of Unit 16 employees in the Bargaining Unit, a department, a hospital, an institution, or a facility (Health Services, Social Services and Parole Offices) with five or more Unit 16 employees

2. A majority of the employees within an occupation such as Podiatrists or Physician and Surgeon.

E. Any agreement resulting from negotiations under this Article shall be executed in writing and shall become an addendum to this Agreement.

If the parties are in disagreement as to whether a proposed change is subject to this Section, such disagreement may be submitted to the grievance procedure for resolution. In the event negotiations on the proposed change are undertaken, any impasse which rises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

17.2 Supersession

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

1. General

19839	Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

2. Step Increases

19829	Requires CalHR to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual merit salary adjustments (MSA's) for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specified instances.

3. Holidays

19853	Establishes legal holidays.
19854	Provides for personal holiday.

4. Vacations

19858.1	Defines amount earned and methods of accrual by full-time employees.
19856	Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
19856.1	Requires CalHR to define the effect of absences of 10 days or less on vacation accrual.
19863	Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
19998.3	Requires CalHR to establish rules regarding vacation credit when employees have a break in service over six months.

19991.4	Provides that absences of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

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

6. Paid Leaves of Absence

19991.3	Jury duty.
19991.5	30-day educational leave for the medical staff and medical technicians of the Veterans' Home.
19991.7	Teachers' educational leave and earned credits subject to CalHR rule.

7. Uniforms, Work Clothes, and Safety Equipment

19850	Definitions.
19850.1	Provides for uniform allowances.
19850.3	Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
19850.4	Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
19850.5	Provides for initial issuance of required safety equipment at State expense.

8. Industrial Disability Leave (IDL)

19869	Defines who is covered.
19870	Defines "IDL" and "full pay".
19871	Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1	Provides for continued benefits while on IDL.
19872	Prohibits payment of temporary disability or sick leave pay to employees on IDL.
19873	Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
19874	Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
19875	Requires three-day waiting period, unless hospitalized or disabled more than 14 days.
19876	Payments contingent on medical certification and vocational rehabilitation.
19877	Authorizes CalHR to adopt rules governing IDL.
19877.1	Sets effective date.

9. Non-Industrial Disability Insurance (NDI)

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

10. Life Insurance

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

11. Health Insurance

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

12. Workweek

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

13. Overtime

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

14. Callback Time

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

15. Deferred Compensation

19993	Allows employees to deduct a portion of their salaries to participate in a deferred compensation plan.

16. Relocation Expenses

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

17. Travel Expenses

19820	Provides reimbursement of travel expenses for officers and employees of the State on State business.
19822	Provides reimbursement to State for housing, maintenance and other services provided to employees.

18. Unpaid Leaves of Absence

19991.1	Allows the appointing power to grant a one-year leave of absence; assures the employee a right of return.
19991.2	Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
19991.3	Jury duty.
19991.4	Provides that absences of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

19991.6	Provides one year of pregnancy leave or less as required by a permanent female employee.

19. Performance Reports

19992	Provides for establishment of performance standards by State agencies.
19992.1	Provides for a system of performance reports and allows CalHR to enforce adherence to appropriate standards.
19992.2	Requires the appointing power to prepare performance reports and show them to the employee.
19992.3	Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by CalHR rule.
19992.4	Allows CalHR to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

19841	Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
19994.1	Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
19994.2	Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

19143	Requires CalHR to establish rules concerning seniority credits for employees with breaks in service over six months.
19997.2	Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.
19997.3	Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
19997.8	Allows demotion in lieu of layoff.
19997.9	Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
19997.10	An employee displaced by an employee with return rights may demote in lieu of layoff.
19997.11	Establishes reemployment lists for laid-off or demoted employees.
19997.12	Guarantees same step of salary range upon recertification after layoff or demotion.
19997.13	Requires 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 Demotion and Layoff.

22. Incompatible Activities

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

23. Use of State Time

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

24. Training

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

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

17.3 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement 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).

17.4 Duration

A. The term of the Agreement shall be July 1, 2025 and remain in full force through July 1, 2028. However, language changes negotiated in this agreement, unless a specific provision provides for a different effective date, shall go into effect upon ratification by both parties.

B. Anything that has a financial impact, unless a different effective date is provided, will be effective the first day of the pay period following ratification by both parties.

17.5 Continuous Appropriation

The State and UAPD agree to present to the Legislature, as part of the MOU bill, proposed legislation that appropriates funds to maintain employee salaries and benefits in the event a timely budget is not enacted in any fiscal year during the term of the agreement.

17.6 Administrative Procedures Act

The Administrative Procedure Act (Chapter 3.5 [commencing with Government Code (GC) section 11340] of Part 1 of Division 3) shall not apply to any agreements, orders, standards of general application, or any other directives or guidance entered into or issued by the department concerning matters that are within the scope of collective bargaining as defined by GC section 3516. This section shall not in any way diminish the state's obligation to meet and confer with recognized employee organizations regarding matters within the scope of bargaining as defined by GC section 3516.

ARTICLE 18 - RETIREMENT

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

18.1 First Tier A Retirement Formula (2% at age 55) First Tier B Retirement Formula (2% at age 60) and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62)

A. First Tier members first employed by the State prior to September 1, 2010 are subject to the First Tier A retirement formula.

B. First Tier retirement members first employed by the State on September 1, 2010 and prior to January 1, 2013 and qualify for membership are subject to the First Tier B retirement formula. The categories below are subject to the First Tier A retirement formula. The First Tier B retirement formula does not apply to:

1. Former state employees who return to state employment on or after September 1, 2010.
2. State employees hired prior to September 1, 2010 who were subject to the Alternate Retirement Program (ARP).
3. State employees on approved leave of absence prior to September 1, 2010 who return to active employment on or after September 1, 2010.
4. Persons who are already members or annuitants of the California Public Employees Retirement System (CalPERS) as a state employee prior to September 1, 2010.

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

D. First Tier Retirement Formulas

The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier retirement formulas.

Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to September 1, 2010	First Tier B Formula (2% at age 60) Employees first hired on and after September 1, 2010 and prior to January 1, 2013	PEPRA Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.000
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000

Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to September 1, 2010	First Tier B Formula (2% at age 60) Employees first hired on and after September 1, 2010 and prior to January 1, 2013	PEPRA Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

There are factors for attained quarter ages, such as 52 ¾ , that will continue. These retirement quarter age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union . The quarter factors will also apply to past service that is credited under the First Tier A, First Tier B and the PEPRA First Tier formulas.

E. Employee Retirement Contribution

1. As stated in Government Code section 20677.6, effective September 1, 2010, Miscellaneous and Industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute ten percent (10%) of monthly compensation in excess of $513 for retirement and eleven percent (11%) of monthly compensation in excess of $317 for retirement for members not subject to social security.

2. As stated in Government Code Section 20683.4 effective July 1, 2017, the employee contribution rate described in 18.1(E)(1) shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than employee contribution rates described in 18.1(E)(1). On July 1 of the fiscal year after CalPERS determines (a) and (b) above have been met, the employee contribution rate for Miscellaneous or Industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall not be adjusted again on account of a change to the normal cost rate unless CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rates were last adjusted.

3. As stated in Government Code section 20683.41 effective July 1, 2024, the employee contribution rate described in 18.1(E)(2) for Miscellaneous or Industrial members in the First Tier retirement or the ARP subject to social security shall be adjusted to nine and one half percent (9.5%) of monthly compensation in excess of $513 for retirement, and the employee contribution rate described in 18.1(E)(2) for industrial members in the First Tier retirement or the ARP subject to social security shall be adjusted to nine and one half percent (9.5%) of monthly compensation in excess of $513 for retirement and to ten and one half percent (10.5%) of monthly compensation in excess of $317 for retirement for members not subject to social security.

4. Effective July 1, 2025, the employee contribution rates Miscellaneous members in the First Tier retirement or the ARP subject to social security shall be adjusted to nine percent (9.0%) of monthly compensation in excess of $513 for retirement to ten percent (10%) of the monthly compensation in excess of $317 for retirement for members not subject to social security.

   The employee contribution rate for Industrial Members in the First Tier retirement or the ARP subject to social security shall remain at the same none and one-half percent (9.5%) of monthly compensation in excess of $513 for retirement and ten and one-half percent (10.5%) of compensation in excess of $317 for retirement for members not subject to social security.

5. Effective July 1, 2026, the employee contribution rates shall remain in effect unless CalPERS has determined that (a) the total normal cost rate increases or decreases by more than 1 percent from

the 2025-26 fiscal year total normal cost and (b) 50 percent of the normal cost rate rounded to the nearest quarter of 1 percent is greater or less than the current employee contribution rates. When CalPERS determines (a) and (b) within this section have been met, the employee contribution rate for Miscellaneous or Industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent on July 1 of the fiscal year after the determination. Each year thereafter, it shall not be adjusted again on account of a change to the normal cost rate unless CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rates was were last adjusted.

F. Final Compensation

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

18.2 Second Tier Retirement Plan

UAPD and the State agree to participate in the Second-Tier Retirement Plan as prescribed by law.

A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.

B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS Membership prior to January 1, 2013	PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67	1.2500	1.2500

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

18.3 First Tier Eligibility For Employees In Second Tier

Employees who are currently in the Second Tier retirement plan may elect to be covered under the First Tier, as described in CalPERS law.

A. An employee enrolled in the Second Tier may exercise the Tier 1 right of election at any time after January 1, 2000. An employee who makes this election is eligible to purchase past Second Tier service.

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

C. New employees who meet the criteria for CalPERS membership will be enrolled in the First Tier plan and will have the right to be moved under the Second Tier plan within 180 days of the date of their enrollment in the First Tier plan.

18.4 State Safety A Retirement Formula, (2.5% at age 55), State Safety B Retirement Formula (2% at age 55 up to 2.5% at age 60) and Public Employees' Pension Reform Act (PEPRA) State Safety Retirement Formula (2% at age 57)

A. State Safety members first employed by the State prior to September 1, 2010, are subject to the State Safety A retirement formula.

B. State Safety retirement members first employed by the State on or after September 1, 2010 and prior to January 1, 2013, and qualify for CalPERS membership are subject to the State Safety B Retirement Formula. The categories below are subject to State Safety A Retirement Formula. The State Safety B retirement formula does not apply to:

1. Former state employees who return to state employment on or after September 1, 2010.

2. State employees hired prior to September 1, 2010 who were subject to the Alternate Retirement Program (ARP).

3. State employees on approved leave of absence prior to September 1, 2010 who return to active employment on or September 1, 2010.

4. Persons who are already members or annuitants of the California Public Employees Retirement System (CalPERS) as a state employee prior to September 1, 2010.

   The above categories are subject to State Safety A Retirement Formula.

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

D. The table below lists the State Safety age/benefit factors for State Safety A, State Safety B, and PEPRA State Safety retirement formulas.

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

E. Employee Retirement Contribution

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

2. Effective July 1, 2017, the employee contribution rate described in 18.4(E)(1) shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than employee contribution rate described in 18.4(E)(1). On July 1 of the fiscal year after CalPERS determines (a) and (b) above have been met, the employee contribution rate for state safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall not be adjusted again on account of a change to the normal cost rate unless CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Employee contributions will continue to be a percentage of pensionable compensation in excess of $317 for retirement.

3. As stated in Government Code section 20683.51, effective July 1, 2026, the employee contribution rates described in 18.4(E)(2) shall remain in effect unless CalPERS has determined that (a) the total normal cost rate increases or decreases by more than 1 percent from the 2025-26 fiscal year total normal cost and (b) 50 percent of the normal cost rate rounded to the nearest quarter of 1 percent is greater or less than the employee contribution rate described in 18.4(E)(2). When CalPERS determines (a) and (b) within this section have been met, the employee contribution rate for state safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent on July 1 of the fiscal year after the determination. Each year thereafter, it shall not be adjusted again on account of a change to the normal cost rate unless CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted.

F. Final Compensation

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

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

18.5 Alternative Pre-Retirement Death Benefit First Tier

A. Employees are eligible to receive an "alternative pre-retirement death benefit" which allows the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits is payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

1. Section 21547 of the Government Code is amended, to read:

a. 21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit calculate the monthly allowance that shall be payable

a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.

b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.

This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

c. For purposes of this section, "state service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting

agency nor to the employees of any contracting agency.

2. Section 21547.5. For any survivor or child receiving a monthly allowance provided by Section 21547 prior to January 1, 2000, the allowance shall be adjusted as of January 1, 2000, to equal an amount that the survivor would have been entitled to receive if the member's death had occurred on and after January 1, 2000. The adjusted amount would be payable only on and after January 1, 2000.

18.6 Tax Treatment of Employee Retirement Contribution

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

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

1. Employees. The term employees shall mean those employees of the State of California in Bargaining Unit 16 who make employee contributions to the PERS retirement system.

2. Employee Contributions. The term employee contributions shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

3. Employer. The term employer shall mean the State of California.

4. Gross Income. The term gross income shall mean the total compensation paid to employees in Bargaining Unit 16 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

5. Retirement System. The term retirement system shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).

6. Wages. The term wages shall mean the compensation prescribed in this Agreement.

B. Pick Up of Employee Contributions:

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

C. Wage Adjustment:

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

hereof.

D. Limitations to Operability:

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

E. Non-Arbitrability:

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

18.7 401(k) 457 Deferred Compensation Programs

Employees of Unit 16 may participate in the State of California, Department of Human Resources, 401(k) and/or 457 Deferred Compensation Program.

18.8 Prefunding of Post-Retirement Health Benefits

The State and Union hereby agree to share in the responsibility toward beginning the prefunding of these liabilities for members of Bargaining Unit 16; and, agree that the foregoing concepts will be implemented as a means to offset the future financial liability for health benefits for retired members.

A. Beginning July 1, 2013, employees shall contribute 0.5% of base salary toward prefunding of retiree health benefits.

1. Employee contributions shall be deducted from employee salary on a pre-tax basis.

2. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or their beneficiary or survivor.

3. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

B. Since July 1, 2017, the State and Bargaining Unit 16 will prefund retiree healthcare, with the goal of reaching a fifty (50) percent cost sharing of actuarially determined total normal costs for both employer and employees. The amount of employee and matching employer contributions required to prefund retiree healthcare shall reflect the following percentages of pensionable compensation:

1. July 1, 2017: A total of 1.0 percent.

2. July 1, 2018: an increase of 0.4 percent, for a total of 1.4 percent.

C. Effective the first day of the pay period following ratification by both parties, notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' and employer's monthly contribution for prefunding other post-employment benefits for the 2025-26 and 2026-27 fiscal years is suspended and shall not be withheld from employees' salaries or contributed by the employer.

D. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 16 shall begin contributing immediately, unless they are not subject, as set forth above.

E. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's

Office. Contributions will be deposited in the designated state subaccount for Bargaining Unit 16 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with Bargaining Unit 16. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

F. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or their beneficiary or survivor.

G. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

18.9 Public Employees' Pension Reform Act of 2013 (PEPRA)

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program – New Employees

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

C. Equal Sharing of Normal Cost

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

18.10 Post-retirement Health and Dental Benefits Vesting

A. Pursuant to Government Code sections 22874.5 and 22958.1.5, the following vesting schedule shall apply to state employees in Bargaining Unit 16 first employed by the State on or after April 1, 2017.

B. The portion of the employer contribution toward post-retirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled "Health and Dental Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be fifteen (15) years. This section will apply only to state employees who were under a service retirement.

C. State employees as defined in A above, who become Bargaining Unit 16 employees after April 1, 2017, shall not receive any portion of the employer's contribution payable for post-retirement health and dental benefits unless those employees are credited with fifteen (15) years of State service as defined by law.

D. The percentage of employer contribution payable for post-retirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

Health and Dental Benefits Vesting

CREDITED YEARS OF SERVICE	PERCENT OF EMPLOYER CONTRIBUTION
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

E. This section shall apply only to state employees who retire for service.

F. Benefits provided an employee by this section shall be applicable to all future State service.

G. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.

18.11 Employer Contribution for Retiree Health Benefits

A. As stated in Government Code section 22871.3, the employer contribution for each annuitant enrolled in a basic plan shall not exceed eighty (80) percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed eighty (80) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

1. “Weighted average of the health benefit plan premiums” as used in this section shall consist of the four (4) Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.

2. This section shall apply to all employees and annuitants first hired on or after April 1, 2017.

B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed eighty (80) percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed eighty (80) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

1. “Weighted average of the health benefit plan premiums” as used in this section shall consist of the four (4) Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.

2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is enrolled in Medicare Part A or Part B.

3. This section shall apply to all employees and annuitants first hired on or after April 1, 2017.

C. State employees and annuitants in Bargaining Unit 16 hired on or after April 1, 2017 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.

D. This section does not apply to:

1. State employees previously employed before April 1, 2017, who return to state employment on or after April 1, 2017; and

2. State employees on an approved leave of absence employed before April 1, 2017, who return to active employment on or after April 1, 2017.

18.12 Differentials – Retirement Compensation

A. The parties agree the following differential(s) which are not individually listed in the MOU, shall continue to be considered compensation for retirement purposes:

1. Differential Number 147

   Recruitment and Retention Differential Pay - Unit 16

2. Differential Number 212

   Unit 16 - Recruitment Retention Differential Northern California Developmental Center

3. Differential Number 320

   Coleman - CSP Corcoran Recruitment and Retention Differential Pay

B. Effective upon ratification, the following differential shall not be considered compensation for retirement purposes:

1. Differential Number 98

   Out-Of-Class Assignment Pay

ARTICLE 19 - PERMANENT INTERMITTENTS

A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 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. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.

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

C. Each department shall provide a permanent intermittent employee with a minimum of 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-

available status who files for unemployment insurance benefits shall be immediately removed from such status.

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

1. **Sick Leave:** A permanent intermittent employee in BU 16 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 they are on sick leave.

    c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 9, Section 9.2: Sick Leave.

2. **Vacation Leave:** A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 9, Section 9.1, on the first day of the following qualifying monthly pay period following completion of 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 9, Section 9.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 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 the employee's vacation credits; or

    d. Effect a combination of a, b, or c above.

3. **Annual Leave:** A permanent intermittent employee will be eligible for annual leave credit with pay as defined in Article 9, Section 9.9, on the first day of the following qualifying monthly pay period following completion of 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 Article 9, Section 9.9, on the first day of the qualifying pay period following completion of each period of 160 hours of paid employment. The hours in excess of 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 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 the employee's annual leave credits; or

    d. Effect a combination of a, b, or c above.

4. **Holidays:** A permanent intermittent employee will be eligible for holiday pay on a pro-rated basis, based on hours worked during the pay period for observed holidays specified in Article 8 of this agreement in accordance with the following chart. If the permanent intermittent employee works on the holiday and has not worked a total of 40 hours in the work week in which the holiday occurs, the employee shall also receive the employee's hourly rate of pay for each hour worked.

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 8 hours of holiday credit per holiday.

5. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 9, Section 9.3, 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 they are on bereavement leave.

6. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 9.5 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 they are 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. **Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

F. Health/Dental/Vision Benefits: A permanent intermittent employee will be eligible for these benefits if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. 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 these benefit plans within sixty (60) days from the end of the qualifying control period. A retired State employee, who maintained health benefits in retirement and subsequently reinstates as a permanent intermittent employee, may continue enrollment in a health plan in the first control period of reinstatement to State service; to continue eligibility after the first control period, the employee must meet the eligibility criteria as outlined previously in this paragraph.

   Premiums paid by the employee for these benefits are pre-tax, in accordance with Section 11.4 of this contract.

G. 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).

H. CoBen Cash Option: Permanent intermittent (PI) employees shall be eligible to participate in the CoBen Cash Option Program for health and/or dental coverage if they meet the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source. PI employees enrolled in Tricare, Medicare, Medi-

Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen Cash Options. PI employees may receive the CoBen Cash Option only for the January through June control period and are not eligible to receive the CoBen Cash Option for the July through December control period. PI employees choosing the CoBen Cash Options Program must also meet all of the following criteria:

1. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling and;

2. Must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;

3. Must be credited for at least four-hundred-and-eighty (480) hours during the January through June control period of the Plan Year for which they are enrolling and;

4. Must have submitted the enrollment form during the CoBen open enrollment period or are newly eligible.

    a. This subdivision is not grievable or arbitrable.

5. CoBen Cash Option: Premiums paid by the employee for these benefits are pre-tax, in accordance with Section 11.4 of this contract.

I. 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.

J. 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.

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

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

ARTICLE 20 - CONTRACTING OUT

20.1 Contracting Out

A. 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 Unit 16 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. 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 Unit 16 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. Departments will provide UAPD's designated representative with copies of Request for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 16 class specifications.

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 UAPD'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) calendar days thereafter) provided the contract is or will be for services found in Unit 16 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in Subsection D.

The purpose of this subsection (C) is to provide UAPD 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 UAPD for this purpose, if requested by UAPD.

D. Upon request of the UAPD each department shall submit copies of any or all personal services contracts that call for services found in Unit 16 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 no more than 21 calendar days following the request by the UAPD, or longer if mutually agreed. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 16 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 Unit 16 classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the UAPD with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 16 class specifications. Costing information provided to the UAPD for protected contracts shall include total personnel costs for personnel services found in Unit 16 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

   The UAPD will continue to meet with departments as necessary to examine personal services contracts which have been let, as outlined in Section 20.2.

E. If savings are generated by the termination of personal service contracts under this provision, it is the intent of the State to implement agreements of the UAPD and the department for utilization of said savings. Such agreements may include:

   1. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 16 employees;

   2. Enabling the employment of Unit 16 employees for services currently performed by contractors;

   3. Enabling of the conversion to Unit 16 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;

   4. 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 California Department of Human Resources, State employee registries, and recruitment and retention incentives;

   5. Such other purposes as may be mutually agreed upon.

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.

20.2 Contracting Out Committee (CoCo)

A. The State and UAPD share a mission to hire, recruit, and retain civil service employees. Financial responsibility is important with respect to unnecessary and expensive contract use which adversely affects UAPD members and California's tax payers.

B. The Contracting Out Committee shall consist of eight (8) standing members. UAPD shall select five (5) representatives and the State shall select four (4) senior level representatives. The Co-chairs of CoCo shall be one (1) committee member from UAPD and one (1) senior representative from the State. Representatives on either side may be replaced or substituted with adequate notice. CoCo shall meet at least bimonthly or more often as agreed to by the committee. The Co-chairs shall finalize and distribute minutes to all committee members of the previous meeting and the upcoming agenda at least fourteen

(14) days in advance of each meeting. Upon mutual agreement subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and subject matter experts shall serve without loss of compensation, including preparatory time.

C. The Contracting Out Committee will monitor and ensure that the Departments involved with BU-16 hiring and contracting out follow the requirements outlined in Section 20.1 of the UAPD MOU.

D. The Contracting Out Committee will study and make recommendations in a timely manner regarding which contracts may be cancelled or reduced by the State.

E. The CalHR officer will ensure that each Department provides the UAPD with the designated contact responsible for providing the UAPD with copies of Request for Proposals (RFPs), Invitations for Bid (IFBs) for personal services contracts, copies of the Standard Form 215 (or its departmental equivalent) and any or all personal services contracts that call for services found in the Bargaining Unit 16 class specifications.

F. Any dispute pertaining to this section may be appealed to the third step of the grievance and arbitration procedure in this contract. The decision at the third step is final and binding on all parties.

ARTICLE 21 - STATE TELEHEALTH PROGRAMS

A. Tele-health involves the distribution of health-related services via telecommunication technologies which allows for patient/clinician contact and care. It includes, but is not limited to, telemedicine and telepsychiatry.

B. The parties agree, upon request by the union, to establish a departmental joint labor-management committee to explore issues relating to telehealth. The committee shall be established according to the following guidelines:

1. The committee shall consist of four (4) Union and four (4) departmental representatives, not including the facilitator for the department and union.

2. Committee recommendations, if any, shall be advisory in nature.

3. Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

4. Employees who participate on the committee will suffer no loss in compensation for attending the meeting.

SIDE LETTERS, ADDENDUMS, AND ATTACHMENTS

Side Letter 1 - CDSS Disability Determination Service Division – Medical Consultant Pay- Per-Case-Plan

The California Department of Human Resources (CalHR), the California Department of Social Services (CDSS) and the Union of American Physicians and Dentists (UAPD) agree to the following pay-per-case plan for compensating Medical Consultant I, Department of Social Services and Medical Consultant I (Psychiatrist), Department of Social Services for processing additional workload.

A. The plan includes the following features:

1. Baseline productivity for full-time Medical Consultants (MC) will be 90 cases reviewed for closure per week (Monday through Sunday). This is the level beyond which individual MCs would be eligible for additional pay when the plan is invoked, up to a maximum of 75 cases that are eligible for bonus pay per week. This 90 case review per week baseline productivity threshold will be pro-rated within a calendar week (Monday through Sunday) for state holidays and special out-of-office work assignments (e.g., teaching at the RFC Academy). Time off for other leaves such as vacation, sick leave, annual leave, personal holidays, informal time off will not be pro-rated.

2. Division management will be able to implement the pay-per-case plan, based on the Division's operational situation.

   The Division may consider invoking the pay-per-case plan due to persistent backlog, despite

appropriate actions, as determined by management.

3. Plan implementation can be limited to either Medical Consultant I, or Medical Consultant I (Psychiatrist), if conditions warrant.

4. The pay per case above baseline when the pay-per-case plan is invoked is $40.00. An MC may receive case credit and pay only once for each case reviewed.

5. For mixed impairment cases that require both a physical MC and psychiatrist or pediatrician MC review, each MC who signs the case will receive full case credit.

6. MC participation in the plan will be voluntary.

7. Use of the plan is contingent on availability of funding for this purpose.

8. MCs are expected to maintain program requirements with regard to accuracy of case adjudication.

9. Permanent Part-Time MCs may participate in the pay-per-case plan. The baseline productivity level will be pro-rated consistent with the part-time MC's time base.

10. Permanent intermittent MCs are not subject to this program.

11. The Department will use an automated tracking system, based on computer input by each MC who reviews a case for closure.

12. The Department may terminate this program upon thirty-calendar days written notice to the Union. Both parties agree to meet, if necessary, prior to termination of the program.

13. Medical Consultant pay-per-case plan payments issued during the term of this MOU shall be specifically excluded from being reported as pensionable compensation to the CalPERS and therefore will not be considered "compensation" for purposes of calculating retirement benefits.

Side Letter 2 - Department of Health Care Services Dental Consultant I, II, III and Dental Program Consultant

The Department of Health Care Services will notice UAPD if changes are made to the current reimbursement for the cost of membership in the American Dental Association, the California Dental Association, and the county/district dental association of their choice.

Side Letter 3 – Intentionally Excluded

Side Letter 4 - Personal Leave Program – 2025

A. Effective the first day of the pay period following ratification by both parties, Bargaining Unit (BU) 16 employees will be subject to the Personal Leave Program 2025 (PLP 2025) for at least 16 months. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 4.62%. Each full-time employee shall receive eight (8) hours of PLP 2025 per month.

B. PLP 2025 shall have no cash value and may not be cashed out, except as permitted in the very limited circumstances described in Subsection E below.

C. Salary rates and salary ranges shall remain unchanged.

D. Employees will be given discretion to use PLP 2025 subject to operational considerations.

1. PLP 2025 time must be used before any other leave with the exception of sick leave.

2. Employees may elect to use PLP 2025 in lieu of approved sick leave.

3. PLP 2025 shall be requested and used in the same manner as vacation/annual leave.

4. Subject to the above, requests for use of PLP 2025 leave must be submitted in accordance with departmental policies on vacation/annual leave.

E. All leave earned under PLP 2025 must be used prior to voluntary separation. Appointing powers may

schedule BU 16 employees to take PLP 2025 time off to meet the intent of this section. If an employee's separation is not voluntary and the separation date cannot be extended, unused PLP 2025 hours shall be cashed out.

F. Time during which an employee is excused from work because of PLP 2025 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.

G. A BU16 employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2025 not occurred.

H. PLP 2025 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. PLP 2025 shall neither affect a BU16 employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.

J. The PLP 2025 reductions shall not affect transfer determinations between state civil service classifications.

K. PLP 2025 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

L. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from the PLP 2025 for that month.

M. Seasonal and temporary employees are not subject to PLP 2025.

N. Part-time BU16 employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart below.

Part-time Time Base	PLP 2025 Credit Hours
1/10	0.80
1/8	1.00
1/5	1.60
1/4	2.00
3/10	2.40
3/8	3.00
2/5	3.20
1/2	4.00
3/5	4.80
5/8	5.00
7/10	5.60
3/4	6.00
4/5	6.40
7/8	7.00
9/10	7.20

O. PLP 2025 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant with the chart below.

Hours Worked During Credit Pay Period	PLP 2025
0-10.9	0
11-30.9	1

Hours Worked During Credit Pay Period	PLP 2025
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

P. Disputes regarding the denial of the use of PLP 2025 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there shall be no further appeals.

Side Letter 5 – Telework

For employees in Bargaining Unit (BU) 16, the State and the Union agree that the State's return-to-office requirements of Executive Order N-22-25 will be suspended and reinstituted on July 1, 2026.

Departments shall rescind any existing Return-to-Office (RTO) notices tied to Executive Order N-22-25 issued on or after March 3, 2025, for BU 16 employees. Any telework agreements for BU 16 employees that were altered to comply with Executive Order N-22-25 will revert to their status as of March 2, 2025.

Nothing in this Side Letter prohibits a department from modifying BU 16 employees' telework agreements, as long as the department complies with the requirements of the MOU.

This Side Letter is withdrawn should the 2025-2028 BU 16 MOU not be ratified by both parties.

This Side Letter is operative through June 30, 2026. No earlier than 120 days and not later than 60 days prior to the expiration of this Side Letter, the Union and the State shall meet over the reinstitution of the Executive Order on July 1, 2026.

This Side Letter shall not be subject to the grievance and arbitration process outlined in the MOU.

Side Letter 6 – No Furlough

For the term of this MOU, July 1, 2025 through July 1, 2028, the State shall not implement a Furlough Program.

Attachment C – Working On-Call on Holiday Compensation Chart

NON-PREMIUM HOLIDAY, HOLIDAY FALLS ON REGULAR DAY OFF (Alternate Work Schedule) & ON-CALL	NON-PREMIUM HOLIDAY, REGULAR WORK DAY (Holiday Observed) & ON-CALL	PREMIUM HOLIDAY**, HOLIDAY FALLS ON REGULAR DAY OFF (Alternate Work Schedule) & ON-CALL	PREMIUM HOLIDAY, REGULAR WORK DAY (Holiday Observed) & ON-CALL	CONTRACT SECTION
Holiday: 8 hours holiday credit posted to leave balances	Holiday: Compensated in master pay warrant	Holiday: 8 hours holiday credit posted to leave balances	Holiday: Compensated in master pay warrant	8.1 (F) RDO 8.1 (B) non-RDO
$15 per hour for each assigned on-call shift	$15 per hour for each assigned on-call shift	$15 per hour for each assigned on-call shift	$15 per hour for each assigned on-call shift	7.9 (A) (2&3)
On-Call on a Holiday: 8 hours	On-Call on a Holiday: 8 hours	On-Call on a Holiday: 8 hours	On-Call on a Holiday: 8 hours	7.9 (B) (4)
CTO or equal compensation management's discretion	CTO or equal compensation management's discretion	CTO or equal compensation management's discretion	CTO or equal compensation management's discretion	
		1 hour ITO for every 2 hours worked**	1 hour ITO for every 2 hours worked**	8.1 (G)
IF CALLED BACK, CREDIT BELOW APPLIES				
4 hours CTO guaranteed; hourly compensation for time worked beyond 4 hours	4 hours CTO guaranteed; hourly compensation for time worked beyond 4 hours	4 hours CTO guaranteed; hourly compensation for time worked beyond 4 hours	4 hours CTO guaranteed; hourly compensation for time worked beyond 4 hours	7.9 (B) (1)
1 hour of CTO guaranteed for travel	1 hour of CTO guaranteed for travel	1 hour of CTO guaranteed for travel	1 hour of CTO guaranteed for travel	7.9 (B) (1)

Premium Holidays (6) **: January 1st, Last Monday in May, July 4th, First Monday in September, Thanksgiving Day, Christmas

Non-Premium Holidays (5): Third Monday in January, Third Monday in February, March 31, November 11, Day after Thanksgiving

Appendix – Regarding Section 10.3 Business and Travel Expenses

Pending adoption of the new Rank and File Travel Regulations, the following California Code of Regulations (CCR) Excluded Travel Regulations are applicable to BU 16 Rank and File.

Section 599.615.1 – Scope-Excluded Employees

Section 599.616.1 – Definitions-Excluded Employees

Section 599.619 – Reimbursement for Lodging, Meal and Incidental Expenses-Excluded Employees

Section 599.623 – Miscellaneous Meal Expenses-Excluded Employees

Section 599.624.1 – Contracting for Lodging and/or Meal Expenses-Excluded Employees

Section 599.625.1 – Receipts-Excluded Employees

Section 599.627.1 – Special Transportation-Excluded Employees

Section 599.628.1 – Transportation by Aircraft-Excluded Employees

Section 599.629.1 – Railroad Transportation-Excluded Employees

Section 599.633.1 – Travel Reimbursements While on Sick Leave, Vacation, Other Paid Leave, or Compensating Time Off (CTO)-Excluded Employees

Section 599.635.1 – Attending Conferences, Conventions-Excluded Employees

Section 599.636.1 – Return of Remains of Deceased Employees-Excluded Employees

Section 599.638.1 – Expense Claim Form-Excluded Employees

UNIT 16 - SALARY SCHEDULE

CBID	Classification Title	Schem Code	Class Code	Alternate Range	Min. Salary	Max. Salary	WWG
R16	ASSOCIATE MEDICAL DIRECTOR, INDUSTRIAL MEDICAL COUNCIL	SO21	7810		$13,733.00	$18,838.00	SE
R16	DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SR80	7840	A	$10,642.00	$14,600.00	SE
R16	DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SR80	7840	B	$10,948.00	$15,023.00	SE
R16	DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SR80	7840	C	$11,209.00	$15,380.00	SE
R16	DENTAL CONSULTANT, STATE BOARD OF DENTAL EXAMINERS	SR20	7843		$11,842.00	$17,058.00	SE
R16	DENTAL PROGRAM CONSULTANT, DEPARTMENT OF HEALTH SERVICES	SR70	7842		$11,488.00	$16,548.00	SE
R16	DENTIST	SR15	7831	A	$9,292.00	$13,387.00	SE
R16	DENTIST	SR15	7831	B	$11,240.00	$16,193.00	SE
R16	DENTIST	SR15	7831	C	$11,568.00	$16,663.00	SE
R16	DENTIST	SR15	7831	D	$11,841.00	$17,055.00	SE
R16	DENTIST	SR15	7831	P	$16,065.00	$24,712.00	SE
R16	DENTIST	SR15	7831	Q	$17,710.00	$28,310.00	SE
R16	DENTIST	SR15	7831	R	$19,962.00	$30,355.00	SE
R16	DENTIST	SR15	7831	S	$19,162.00	$24,712.00	SE
R16	DENTIST	SR15	7831	T	$21,122.00	$28,310.00	SE
R16	DENTIST	SR15	7831	U	$23,809.00	$30,355.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	A	$9,292.00	$13,387.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	B	$11,240.00	$16,193.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	C	$11,568.00	$16,663.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	D	$11,841.00	$17,055.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	P	$16,869.00	$25,949.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	Q	$18,598.00	$29,725.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	R	$20,723.00	$31,873.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	S	$20,121.00	$25,949.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	T	$22,180.00	$29,725.00	SE
R16	DENTIST, CORRECTIONAL FACILITY	SR25	9268	U	$24,714.00	$31,873.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	A	$9,292.00	$13,387.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	B	$11,240.00	$16,193.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	C	$11,568.00	$16,663.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	D	$11,841.00	$17,055.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	P	$16,065.00	$24,712.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	Q	$17,710.00	$28,310.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	R	$19,962.00	$30,355.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	S	$19,162.00	$24,712.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	T	$21,122.00	$28,310.00	SE
R16	DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	U	$23,809.00	$30,355.00	SE
R16	MEDICAL CONSULTANT (ADVISORY), MEDICAL BOARD OF CALIFORNIA	SM06	9748		$16,271.00	$19,438.00	SE
R16	MEDICAL CONSULTANT (ENFORCEMENT), MEDICAL BOARD OF CALIFORNIA	SM05	9747		$16,271.00	$19,438.00	SE
R16	MEDICAL CONSULTANT (LICENSING), MEDICAL BOARD OF CALIFORNIA	SM07	9749		$16,271.00	$19,438.00	SE
R16	MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION	SP70	7826	A	$13,372.00	$18,342.00	SE
R16	MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION	SP70	7826	B	$14,017.00	$19,232.00	SE
R16	MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION	SP70	7826	C	$14,425.00	$19,790.00	SE
R16	MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES	SM41	7785	A	$13,372.00	$18,342.00	SE
R16	MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES	SM41	7785	B	$14,017.00	$19,232.00	SE
R16	MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES	SM41	7785	C	$14,425.00	$19,790.00	SE
R16	MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SM80	7787	A	$13,372.00	$18,342.00	SE
R16	MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SM80	7787	B	$14,017.00	$19,232.00	SE
R16	MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SM80	7787	C	$14,425.00	$19,790.00	SE
R16	MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES	SM40	7784	A	$13,372.00	$18,342.00	SE
R16	MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES	SM40	7784	B	$14,017.00	$19,232.00	SE
R16	MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES	SM40	7784	C	$14,425.00	$19,790.00	SE
R16	MEDICAL CONSULTANT, OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT	SM75	6774	A	$14,425.00	$19,790.00	SE
R16	MEDICAL CONSULTANT, OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT	SM75	6774	C	$14,763.00	$20,259.00	SE
R16	MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	A	$6,703.00	$7,038.00	SE
R16	MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	B	$7,023.00	$7,374.00	SE
R16	MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	C	$7,360.00	$7,729.00	SE
R16	MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	D	$7,716.00	$8,103.00	SE
R16	MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	E	$8,080.00	$8,485.00	SE
R16	MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	F	$8,475.00	$8,897.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	A	$9,985.00	$14,107.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	B	$12,095.00	$17,093.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	C	$12,679.00	$17,916.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	D	$13,047.00	$20,278.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	S	$17,555.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	T	$18,530.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	U	$19,506.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	V	$20,746.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON	SB35	7551	W	$21,901.00	$23,684.00	SE

CBID	Classification Title	Schem Code	Class Code	Alternate Range	Min. Salary	Max. Salary	WWG
R16	PHYSICIAN AND SURGEON	SB35	7551	Y	$23,054.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	A	$9,985.00	$14,107.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	B	$12,095.00	$17,093.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	C	$12,679.00	$17,916.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	D	$13,045.00	$20,278.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	S	$17,555.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	T	$18,530.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	U	$19,506.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	V	$20,746.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	W	$21,901.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	Y	$23,054.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	B	$12,094.00	$17,093.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	C	$12,679.00	$17,916.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	D	$13,047.00	$20,278.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	P	$24,664.00	$26,677.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	Q	$26,031.00	$28,156.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	R	$27,405.00	$29,640.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	S	$17,555.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	T	$18,530.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	U	$19,506.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	V	$20,746.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	W	$21,901.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	Y	$23,054.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	A	$9,985.00	$14,107.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	B	$12,095.00	$17,093.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	C	$12,679.00	$17,916.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	D	$13,047.00	$18,436.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	P	$24,664.00	$26,677.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	Q	$26,031.00	$28,156.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	R	$27,405.00	$29,640.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	A	$13,047.00	$18,436.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	P	$24,664.00	$26,677.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	Q	$26,031.00	$28,156.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	R	$27,405.00	$29,640.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	T	$24,664.00	$26,677.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	U	$26,031.00	$28,125.00	SE
R16	PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY (INTERNAL MEDICINE/FAMILY PRACTICE)	SB39	9263	V	$27,406.00	$29,640.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	A	$9,985.00	$14,107.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	B	$12,095.00	$17,093.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	C	$12,679.00	$17,916.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	D	$13,047.00	$20,278.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	S	$17,555.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	T	$18,530.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	U	$19,506.00	$27,430.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	V	$20,746.00	$22,439.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	W	$21,901.00	$23,684.00	SE
R16	PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	Y	$23,054.00	$27,430.00	SE
R16	PODIATRIC CONSULTANT	TC38	7976	A	$9,563.00	$13,426.00	SE
R16	PODIATRIC CONSULTANT	TC38	7976	B	$10,029.00	$14,081.00	SE
R16	PODIATRIC CONSULTANT	TC38	7976	C	$10,517.00	$14,760.00	SE
R16	PODIATRIST	TC40	7977	A	$9,578.00	$13,439.00	SE
R16	PODIATRIST	TC40	7977	B	$10,046.00	$14,104.00	SE
R16	PODIATRIST	TC40	7977	C	$10,529.00	$16,263.00	SE
R16	PODIATRIST	TC40	7977	S	$10,614.00	$20,178.00	SE
R16	PODIATRIST	TC40	7977	T	$11,115.00	$21,691.00	SE
R16	PODIATRIST	TC40	7977	U	$11,632.00	$25,648.00	SE
R16	PODIATRIST	TC40	7977	V	$14,378.00	$20,178.00	SE
R16	PODIATRIST	TC40	7977	W	$15,457.00	$21,691.00	SE
R16	PODIATRIST	TC40	7977	Y	$16,617.00	$25,648.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	A	$9,578.00	$13,439.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	B	$10,046.00	$14,104.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	C	$10,529.00	$16,263.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	S	$10,614.00	$20,178.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	T	$11,115.00	$21,691.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	U	$11,632.00	$25,648.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	V	$14,378.00	$20,178.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	W	$15,457.00	$21,691.00	SE
R16	PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	Y	$16,617.00	$25,648.00	SE
R16	PUBLIC HEALTH MEDICAL OFFICER II	SI90	7722	A	$13,372.00	$18,342.00	SE

CBID	Classification Title	Schem Code	Class Code	Alternate Range	Min. Salary	Max. Salary	WWG
R16	PUBLIC HEALTH MEDICAL OFFICER II	SI90	7722	B	$14,017.00	$19,232.00	SE
R16	PUBLIC HEALTH MEDICAL OFFICER II	SI90	7722	C	$14,425.00	$19,790.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	A	$13,047.00	$17,898.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	C	$13,359.00	$18,326.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	P	$25,498.00	$31,773.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	R	$26,142.00	$32,691.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	S	$20,359.00	$30,259.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	T	$20,872.00	$31,136.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	U	$24,282.00	$30,259.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	V	$24,898.00	$31,136.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST), CORRECTIONAL AND REHABILITATIVE SERVICES (SAFETY)	SF37	9759	A	$14,351.00	$19,689.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST), CORRECTIONAL AND REHABILITATIVE SERVICES (SAFETY)	SF37	9759	B	$14,694.00	$20,157.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST), CORRECTIONAL AND REHABILITATIVE SERVICES (SAFETY)	SF37	9759	P	$25,498.00	$31,773.00	SE
R16	SENIOR PSYCHIATRIST (SPECIALIST), CORRECTIONAL AND REHABILITATIVE SERVICES (SAFETY)	SF37	9759	Q	$26,142.00	$32,691.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	A	$12,095.00	$16,594.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	B	$12,679.00	$17,395.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	C	$13,047.00	$17,898.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	S	$20,160.00	$28,818.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	T	$20,690.00	$29,655.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	U	$24,047.00	$28,818.00	SE
R16	STAFF PSYCHIATRIST	SF30	7618	V	$24,677.00	$29,655.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	A	$12,095.00	$16,594.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	B	$12,679.00	$17,395.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	C	$13,359.00	$17,898.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	P	$25,248.00	$30,259.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	R	$25,913.00	$31,136.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	S	$20,160.00	$28,818.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	T	$20,690.00	$29,655.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	U	$24,047.00	$28,818.00	SE
R16	STAFF PSYCHIATRIST (SAFETY)	SF34	7619	V	$24,677.00	$29,655.00	SE
R16	STAFF PSYCHIATRIST, CORRECTIONAL AND REHABILITATIVE SERVICES(SAFETY)	SF38	9758	A	$13,946.00	$19,135.00	SE
R16	STAFF PSYCHIATRIST, CORRECTIONAL AND REHABILITATIVE SERVICES(SAFETY)	SF38	9758	B	$14,351.00	$19,689.00	SE
R16	STAFF PSYCHIATRIST, CORRECTIONAL AND REHABILITATIVE SERVICES(SAFETY)	SF38	9758	P	$25,248.00	$30,259.00	SE
R16	STAFF PSYCHIATRIST, CORRECTIONAL AND REHABILITATIVE SERVICES(SAFETY)	SF38	9758	Q	$25,913.00	$31,136.00	SE
U16	MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	A	$14,425.00	$19,790.00	SE
U16	MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	C	$14,763.00	$20,259.00	SE
U16	MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	S	$15,083.00	$20,298.00	SE
U16	MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	T	$15,439.00	$20,781.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	B	$14,425.00	$19,790.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	C	$14,763.00	$20,259.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	S	$15,083.00	$20,298.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	T	$15,439.00	$20,781.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	B	$14,425.00	$19,790.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	C	$14,763.00	$20,259.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	S	$15,083.00	$20,298.00	SE
U16	PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	T	$15,439.00	$20,781.00	SE

***Includes 3% GSI effective 7/31/2025**

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STATE OF CALIFORNIA

Candace Murch

Candace Murch, Principal Labor Relations Officer, CalHR, Chief Negotiator

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In Process

ADDITIONAL REFERENCES

Clinicians: I need to fill out a form that wants to know my malpractice coverage with CCHCS; how do I answer?

Chrisman Swanberg, Legal Counsel

We commonly get asked this question in varying ways. Let's start by explaining how the State of California protects you, akin to a malpractice policy, and then return to our recommended answer.

First of all, the State of California is permitted to act as its own insurance company, so it does not buy "malpractice insurance" for its employees. Instead, the State in effect insures itself and covers them in that fashion.

The State both defends employees who have been sued for acts within the scope of their employment and indemnifies them (pay settlements or judgments on their behalf) for actions also within the scope of their employment. The State will not defend or indemnify if the action was a willfully wrongful (deliberate) act causing harm. Imagine an employee is unloading bricks and one accidentally falls off a pallet and strikes a visitor. The State would defend and indemnify that employee, if legal action were to result. However if that employee threw a brick at the visitor, causing injury, that employee would NOT be defended or indemnified in any resulting legal action.

The State of California will pay whatever settlement to which it agrees, or any judgment (not including any punitive damages, which we discuss below), regardless of amount. If it were an insurance company, that would be called unlimited coverage, or an "open" policy limit. You can't buy that in the free market.

The State will cover you for any acts that occurred while you were employed in state service and acting in the scope of that state service. That means that, even after you leave state service, if you get sued for a negligent act that happened while you were in state service, you would have coverage. In the private sector this is known as "occurrences" coverage. It is virtually non-existent anymore. In its place is what is known as "claims-made" coverage, which provides coverage regardless of when the event occurred, but only during the time that the policy is in effect and the claim is presented. That means when you retire, for example, in the private sector you need to continue insurance in case someone later sues you for something that happened in the past, or procure the alternative and expensive "tail coverage." This is unnecessary in state service.

So, the answer to the question posed above is that the State of California is the insurer as a self-insured government entity, the coverage is unlimited in amount, and it is considered to be occurrence coverage.

It is better than any insurance you could possibly buy in the free market.

Oh, and punitive damage awards? Punitive damage awards against an employee (extremely rare) may be paid with approval of the Legislature.

We are not aware of any case in which one of our employees has ever been required to pay out of pocket in any legal action.

Privacy Corner

Submit your question to the Privacy Office at privacy@cdcr.ca.gov.

Q: "Why do I have to take Privacy Awareness Training every year?

A: Privacy Awareness Training is required by national and local mandate. It is stipulated in the Health Insurance Portability and Accountability Act (HIPAA), California State Law (SAM 5305.x) and CCHCS Policy (Volume 13). All employees and contractors are required to take Privacy Awareness Training upon hire, after any significant privacy law change, and once every calendar year thereafter. For more information about Privacy training see our FAQs.

Memorandum

Date: January 3, 2022

To: Juan Arguello
Assistant Deputy Director
Medical and Psychiatric Clinical Operations

From: Elizabeth G. O'Donnell
Assistant Chief Counsel

Subject: **Circumstances Under Which Legal Representation and/or Indemnity Will Be Provided to Clinical Staff**

Question Presented; Under what circumstances will DSH provide clinical staff with representation and/or indemnity in legal matters.

Short Answer: The question presented implicates three separate scenarios: (1) civil litigation in which past or present employees are named; (2) civil litigation in which contract employees are named; and (3) administrative inquiries and hearings.

(1) DSH will provide a defense to both past and present clinical staff employed by DSH in civil litigation matters in which they are named when that litigation arises from the course and scope of their employment.

(2) DSH will not provide a defense to contract clinical staff. They are contractually obligated to maintain their own insurance. However, DSH will cooperate with those contract staff to the extent that it is able, in providing information and access to the counsel retained by the contract employee or the contract employee's insurance carrier.

(3) DSH will not provide legal representation or defense to clinical staff in any administrative inquiries or hearings, such as those made or held by licensing boards.

Analysis

It should be noted initially that there is a difference between defense and indemnity, although they are usually dealt with at the same time. "Defense" refers to providing or paying for an attorney to represent the employee in the litigation and "indemnity" refers to payment of any judgment or settlement reached in the matter. They are addressed separately below.

For the purposes of the below information, an "employee" of a Department of the State of California (Department) is defined as "an officer, … employee, or servant, whether or not compensated, but does not include an independent contractor." (Govt. Code § 810.2.)

Defense of Past and Present Employees in Civil Litigation – Representation Provided

Pursuant to California Government Code section 995, with some exceptions, "upon request of an employee or former employee," the Department of the State Hospitals, shall provide for the defense of "any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity." There are both general and specific exceptions to this obligation, which are discussed below.

One general exception to this obligation is found in Government Code section 995.2 which provides that a Department may refuse to provide a defense in any action or proceeding if any of the following conditions are present:

1. The act or omission was not within the scope of his or her employment.
2. The employee acted or failed to act because of actual fraud, corruption, or actual malice.
3. The defense of the action or proceeding would create a specific conflict of interest between the Department and the employee or former employee. "Specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, as specified by statute or by a rule or regulation of the Department.

If a Department provides a defense and an actual or specific conflict of interest later becomes apparent, the Department may withdraw its

defense and refuse to further provide a defense, specifying the reason why. (Govt. Code § 995.2, sub. (c).)

Pursuant to Government Code section 996, a public agency may provide for a defense of an employee or former employee by:

1. Using its own attorney or by employing other counsel for the purpose; or
2. Purchasing insurance which requires that the insurer provide the defense.

It should be noted that while Government Code allows a public agency to provide a defense using "its own attorneys", it also requires Department of the State of California to engage the Attorney General's Office for the purpose of providing a defense of the Department or its employees and former employees, unless the Attorney General authorizes otherwise. (Govt. Code §§ 11040 and 11042 sub (b).) DSH does not purchase insurance on behalf of its employees as referenced in the second option above.

Regardless of who provides the defense, the costs of providing a defense are to be borne by the public entity and cannot be recovered from the employee of former employee. (Govt. Code § 996.)

Defense of Past and Present Contract Employees in Civil Litigation – Representation Not Provided

As noted in Government section 810.2 above, independent contractors are not considered employees for the purposes of the duty to provide a defense. For this reason, as part of the contracting process, DSH requires licensed independent contractors such as doctors, psychologists and nurses, to carry their own malpractice insurance.

On those occasions where a contract physician, psychologist or nurse is named in litigation in connection with providing services under the contract, they are advised to alert their malpractice carrier regarding the suit in order to have counsel appointed for them at the cost of the malpractice carrier. [1]

[1] There have been occasions where the private insurance carrier for the contract healthcare provider has denied coverage when the patient has couched the complaint in terms of a civil rights violation versus malpractice. In those instance, DSH Legal can provide healthcare providers with a letter to send their carrier which explains that the claim, while called a civil rights claim, should be covered since the standard applicable to these claims is "gross negligence" or lack of professional judgment as opposed to intentional deliberate indifference which CDCR faces under the 8th Amendment.

As a practical matter, if the Attorney General's Office is representing employees or DSH in the same litigation it will usually coordinate with the counsel hired by the contractor to ensure that the attorney or the contractor can obtain the information needed to defend the lawsuit.

Defense of Past and Present Employees in Administrative Inquiries or Actions/Accusations - Representation Not Provided

While section 995 makes reference to a "proceeding" brought against an employee, pursuant to Government Code section 995.6, a Department is specifically not required to provide for the defense of an administrative proceeding, such as a complaint brought by a licensing board, against an employee or former employee.

While Government Code section 995.6 sets out conditions under which the Department *may* provide representation, as a matter of policy DSH does not provide representation or a defense to its licensed personnel when they are faced with licensing board complaints/ inquiries or Accusations[2] due the nature of the licenses at issue, the nature of services provided by DSH and the Legal Division, and the costs that would be associated with such an act.

First, it is the obligation of the licensed individual to keep their license in good standing as a condition of employment. Thus, the licensee has a duty to take all acts necessary to main the license, not the employer.

In the case of medical or health care services licensing, the various requirements to keep the license in good standing can only be performed or provided by the employee and there are a multitude of factors outside of employment status or acts taken on the job which may affect the status of a license. If at any time the license is not in good standing, it may affect the licensees continued employment.

Second, DSH Legal Division represents DSH and the hospitals, and not the employees. To this end DSH Legal Division handles employee discipline matters and hearings before the State Personnel Board on behalf of DSH *against* employees. As part of this representation DSH

[2] A Complaint consists of a verbal or written complaint made to a Board. An "Accusation" is the formal action of discipline initiated against a license by the Board. Complaints are not public record; Accusations are public record. Complaints will only be converted to Accusations if the investigation conducted by the Board reveals a licensing violation. Most complaints are resolved or closed and do not result in a formal Accusation being filed.

may, and in the past has, been in the position of being the entity that reports a licensing violation to the governing license board.

Finally, and most importantly, were DSH to provide representation of employees before the licensing boards, such representation would involve gaining confidential information from the employee regarding the acts and omissions which are the subject of the complaint or Accusation. Even if a licensing board complaint or inquiry did not lead to an Accusation against the employee's license, *any* derogatory information learned by DSH while representing the licensed employee would trigger an obligation on the part of DSH to institute disciplinary action against that employee. As such, representing the employee in a complaint or Accusation would present a conflict of interest for DSH since it would be required to both represent the licensee *and* discipline the licensee for what it learned.

As noted above, if DSH did provide representation in administrative hearings, pursuant to Government Code 995.6, it could only do so by using its own counsel, hiring counsel or purchasing insurance for each of its Clinical Staff. Because using its own counsel would result in a conflict of interest, DSH would be required to use the services of the Attorney General's Office. However, the Attorney General's Office represents the various licensing Board in formal disciple or Accusations <u>against</u> health care licensees. Because of this, it cannot also represent the licensees in administrative investigation or Accusations brought by the Board.

Neither DSH attorneys not the Attorney General's Office can represent licensees before the Boards, and DSH is not allocated a budget item for the purchase of either outside counsel services or the purchase of insurance for all of its licensed personnel which might cover administrative matters. For this reason, licensees must self-represent or obtain their own counsel at their own cost.

In the event that an employee is contacted by a licensing Board requesting information regarding a patient complaint, DSH recommends that the licensee either inquire of his or her union if assistance can be provided by the union, or if there is no union, to either respond to the Board by letter or retain counsel at his or her own costs to communicate with the Board. Many inquiries can be resolved by a simple letter. It should be noted that cooperation with the governing board is a condition of the license and therefore no inquiries should be ignored since that may result in penalties against the license, regardless of the merit of the underlying complaint.

When the Board seeks information relative to a complaint made by a patient, any written response to the Board should begin with an explanation of the patient population at the Hospital so that the Board is aware of context of the complaint. Assuming that the Board has provided an ROI, the licensee may then respond to the Board inquiry and complaint with information specific to the complaining patient. In this situation the Hospital should make every effort to provide the licenses with access to the patient's records, if they are no longer the treating professional, and/or make witnesses available for the licensee to present in written or interview form. Only the hospital, however, and not the license, should provide the Board with any of the patient's medical records since they are the property of the hospital and not the licensee.

Indemnity of Past and Present Employees in Civil Litigation

Government Code section 825 states that if an employee or former employee of a public entity requests the public entity to defend him or her against any claim or action against him or her for an injury arising out of an act or omission occurring within the scope of his or her employment as an employee of the public entity, the public entity shall pay any judgment or settlement of the claim or action to which the public entity has agreed. If the public entity has defended under a reservation of rights, it must pay once it has been established that the judgment or compromise meets the terms of the reservation. However, no Department may indemnify an employee for an award of punitive damages unless the legislature makes specific findings and authorizes such payment.

As it relates to DSH, this section is modified by operation of Government Code section 854.8 which immunizes DSH from liability for damages arising out of a claim of injury to or by a patient. (Govt. Code §854.8 sub (a).) This immunity applies to DSH even in circumstances where the employee may not have immunity such as identified under section 854.8 subdivision (d).

While granting an immunity to DSH, Government Code section 854.8 subdivision (d) also notes that the immunity does <u>not</u> extend to DSH's employees who *can* be held liable for injury proximately caused by their negligent or wrongful act or omission. This section also makes it clear that DSH <u>may but is not required to</u> indemnify any public employee, for any judgment based on a claim against the employee for malpractice arising from an act or omission in the scope of his employment, unless it agrees to do so it must do so.

DSH Special Order 715, effective July 1, 1995, establishes the DSH **will** defend and indemnify its former and current employees for malpractice

claims arising from an act or omission in the scope of their employment. Thus, while DSH does not have a legal obligation to indemnify its employees for judgment of settlement in claims of medical/healing arts malpractice, it has chosen to do so.

One source of some confusion regarding indemnity provided to healthcare providers may be caused by Government Code section 827. That section calls for the State to indemnify certain healthcare providers against civil rights allegations, only if the healthcare provider maintains its own malpractice insurance. It states:

> A provider of health care, as defined in Section 56.05 of the Civil Code, its officers, employees, agents, and subcontractors, who are defended by the Attorney General pursuant to Section 12511.5, or other legal counsel provided by the state, shall be indemnified in accordance with Section 825, subject to the same conditions and limitations applicable to state employees, except that no provider of health care shall be indemnified in a civil rights action unless the health care provider maintains insurance for professional negligence. To the extent that negligence constitutes the basis of liability of the health care provider, the provider's private insurance shall be the source of recovery.

However, a reading of the statute itself makes it clear that it applies to contractors, not employees, and further, only relates to those individuals defended by the Attorney General pursuant Government Code section 12511.5. Government Code section 12511.5 authorizes the state to provide a defense to contract health care providers who contract with Department of Corrections in civil rights lawsuits but only if the contractor has its own malpractice insurance. Thus, this section is inapplicable to DSH.

As noted above, DSH will not indemnify an employee for an award of punitive damages unless the legislature makes specific findings and authorizes such payment.

Questions

Any question as to whether a defense or indemnity will be provided to an employee under specific circumstances should be directed to the DSH Legal Division and no representations should be made by staff or supervisors.

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