

## **ARTICLE 8 – LEAVES**

### **8.1 Vacation/Annual Leave**

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

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

B. Employees may elect to enroll in the Annual Leave Program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

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

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

D. Employees who elect to move to the vacation and sick leave programs will have the employee's accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement.

E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual

Leave credits as set forth under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

- F. Less than full-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7.1 (L) of this Contract.
- G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.
- I. Work Week Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.
- K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted the employee's preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave

schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

- M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over the employee's accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce the employee's accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.
- N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to the employee's supervisor for approval a plan to use Vacation/Annual Leave to bring the employee's balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient Vacation/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.
- O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.
- P. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

- Q. 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.

## **8.2 Sick Leave**

- A. As used in this section, “sick leave” means the necessary absence from duty of an employee because of:
1. Illness or injury, including illness or injury relating to pregnancy;
  2. Exposure to a contagious disease which is determined by a physician to require absence from work;
  3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
  4. Absence from duty for attendance upon the employee’s ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
    - 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.

5. Labor Code 246.5 allows the use of sick leave for an employee who is a victim of domestic violence, sexual assault, or stalking.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of the employee's appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Article 7.1 (L).
  2. Multiple positions under this rule:
    - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
    - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

- D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
1. The employee has a demonstrable pattern of sick leave abuse; or
  2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.
- The State recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of the employee's normal work assignment and anticipated future absences. If the department head or designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise the employee's right to use sick leave based solely on the amount of use.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
- I. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or

holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

J. Time during which an employee is excused from work because of sick leave shall not be considered as time worked for purposes of calculating overtime.

K. Disabled Veterans Credit

1. In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a 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, including mental health treatment, for the employee's service-connected disability. Credit for sick leave granted under this paragraph shall be credited to qualifying officer or employee on the first day of employment and shall remain available for use for the following twelve (12) months of employment. Sick leave credited pursuant to this paragraph 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 paragraph is used for treatment of a service-connected disability may be required pursuant to the rules adopted by the department.

2. In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the California National Guard or Federal Military Reserve Force who is called up to active service and as a result sustains a 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, including mental health treatment, for the employee's service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day

that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited under this paragraph 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 paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

### **8.3 Bereavement Leave**

A. The amount of bereavement leave related to the death of an immediate family of an employee's spouse shall be the same for the immediate family of a registered domestic partner.

B. Permanent or probationary employees, and non-permanent employees who have been employed for at least 30 days, may take up to five (5) days of unpaid bereavement leave for the death of a spouse/domestic partner, child, parent, stepparent, sibling, grandparent, grandchild, or parent-in-law. Such bereavement leave shall be authorized for up to five (5) days per occurrence. Such bereavement leave shall qualify with pay for specific occurrences pursuant to subsections C below.

The employee may elect to use their accrued annual leave, vacation, sick, CTO, or any other earned leave credits for any unpaid days of leave which do not qualify with pay pursuant to subsections C below.

C. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee, regardless of their time of service, due to the death of the employee's parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, sibling, stepchild, parent-in-law, child-in-law, sibling-in-law, or death of any person



residing in the household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence.

- D. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee, regardless of their time of service, due to the death of the employee's aunt, uncle, (parent's sibling), niece, nephew (parent's sibling's child). Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year.

If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from the employee's home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.

- E. The bereavement leave days outlined in Sections B, C, and D do not need to be taken consecutively, but must be requested within three (3) months of the date of death. The employee shall give notice to the employee's immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request. Substantiation includes, but is not limited to, 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.

- F. Employees may utilize the employee's annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.

G. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in Article 7.1 (L)).

#### **8.4 Parental Leave**

A. A permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery there from or care for the newborn child for a period not to exceed one year. The employee shall provide medical substantiation to support the 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 spouse, parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for the employee's newborn child. The employee shall provide medical substantiation to support the employee's request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

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

D. During the period of time an employee is on parental leave, the employee shall be allowed to continue the employee's health, dental, and vision

benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

### **8.5 Adoption Leave**

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.

A. During the period of time an employee is on adoption leave, the employee shall be allowed to continue the employee's 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.

B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

### **8.6 Union Leave**

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

1. The union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.

2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.

3. The union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to CalHR.

4. A union leave shall assure an employee the right to the employee's former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2024, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of thirty-seven percent (37%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2025, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of thirty-nine percent (39%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2026, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of forty-one percent (41%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

Disputes regarding reimbursement shall be resolved through the arbitration process.

6. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.

7. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.

8. Employees on union leave shall suffer no loss of compensation or benefits.

9. Employees on union leave under this provision and the Union shall waive any and all claims against the State for workers' compensation and IDL.

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

**B. Special Union Business Events**

The State agrees to release employees on union paid leave for elected representatives (or alternates when applicable) in accordance with A2 through A10 above to attend the following governance meetings:

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (Once every three years)

The Union shall provide a calendar of the above events to the State each year by January 15 to facilitate the ability of the State to release these representatives on the scheduled dates. Requests by the Union for representatives to attend these events may not be unreasonably denied.

**8.7 Unpaid Leave of Absence**

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

B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or 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 the employee's former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

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

1. Union activity;
2. For temporary incapacity due to illness or injury;
3. To be loaned to another governmental agency for performance of a specific assignment;
4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. Education;
6. Research project;
7. Personal or family matters; or
8. Run for public office.

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

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

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

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

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

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this

Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.

- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
  - 1. Sick leave credits cannot be transferred;
  - 2. The receiving employee has exhausted all leave credits;
  - 3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;
  - 4. Personal holidays must be transferred in one (1) day increments (Personal holiday donations shall be made pursuant to the donating employee's time base);
  - 5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
  - 6. The total leave credits received by the employee shall normally not exceed six (6) months; however, if approved by the appointing authority, the total leave credits received may be twelve (12) months;

7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
8. This section is not subject to the grievance, arbitration and AWOL procedures Article of the Contract.

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

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

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation;
- E. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the



donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

- I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

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

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during the employee's normal work hours and the employee has provided reasonable (normally two (2) working days) notice to the employee's supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on State Restriction of Appointment (SROA) lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee's normal work schedule.
- B. Authorized release time for reasonable travel time to and from the examination site shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
- C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.
- D. Costs associated with travel will not be paid by the State.
- E. If the examination is provided electronically, the employee, upon receiving approval from the employee's supervisor, shall be allowed a reasonable amount of time to use state owned property to register for and complete the examination during the

employee's normal working hours with no loss of compensation.

- F. Employees who are participating in hiring interviews by way of lateral transfers and are not on a hiring list, may utilize leave, other than sick leave, in accordance with the MOU. Employees shall request leave (normally two (2) working days) prior to the interview, and the request shall not be unreasonably denied.

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

A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:

1. A party to the hearing proceedings, e.g., an appellant; or
2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.

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

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

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

### **8.13 Court Appearance and/or Subpoenas (Excludes Unit 17)**

A. If an employee is served with a subpoena which compels the employee's presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount the employee receives for such appearance. In no case shall this amount exceed the employee's regular pay.

B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of the employee's accrued CTO, personal holiday, personal leave, annual leave, vacation or unpaid leave.

C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time the employee is required to be available in accordance with the provisions of A above.

#### **8.13.17 Court Appearance and/or Court Subpoenas (Unit 17)**

- A. Whenever an employee is served with a court subpoena which compels the employee's presence as a witness, unless the employee is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount the employee receives for such appearance. The time authorized and used by a Unit 17 employee who is required by the State to prepare and testify as a witness, shall be considered as time worked.
- B. A Bargaining Unit 17 employee shall be granted reasonable state release time for appearances before the Board of Registered Nurses if the employee is exonerated of all charges.
- C. This action shall not be applicable to appearances for which the employee receives compensation in excess of the employee's regular pay.
- D. In the event an employee is a party to the legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of the employee's accrued CTO, personal, annual, vacation or unpaid leave.
- E. Upon request, and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing

work schedule or shift that coincides with the time the employee is required to be available in accordance with the provisions of A above.

#### **8.14 Jury Duty**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one (1) full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.
- B. Upon receiving notice or summons of jury duty, an employee shall immediately notify the employee's supervisor and provide a copy of the notice or jury summons.
- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.
- D. For the purposes of this Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provision B and C above apply.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete the employee's scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if the employee feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

### **8.15 Personal Leave Program (PLP) – Voluntary (Excludes Unit 21)**

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

- A. Each full-time employee subject to paragraph B shall be credited with eight (8) or sixteen (16) hours of voluntary personal leave on the first day of the following monthly pay period for each month in the Voluntary PLP.
- B. Each full-time employee participating in the Voluntary PLP shall continue to work the employee's assigned work schedule and shall have an equal reduction in pay. In exchange, eight (8) or sixteen (16) hours of leave will be credited to the employee's Voluntary PLP monthly balance. Salary ranges and rates shall not be affected because of Voluntary PLP participation.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation/annual leave or personal necessity leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation/annual leave or personal necessity leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).
- D. An employee may accumulate no more than two hundred forty (240) hours of voluntary personal leave. When an employee reaches two hundred forty (240) hours of personal leave or would exceed two hundred forty (240) hours of personal leave with further accumulation, the employee shall be removed from the Voluntary PLP.
- E. When an employee is removed from the Voluntary PLP, the employee may not participate for a minimum of twelve (12) months and the employee is not eligible to re-enroll until the employee's balance is reduced to a maximum of one hundred twenty (120) hours.
- F. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's

salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance (DOF), for the Voluntary PLP, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by federal and state law.

- G. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Voluntary PLP.
- H. A State employee in the Voluntary PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits the employee would have received had the Voluntary PLP not occurred.
- I. The Voluntary PLP 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.
- J. The Voluntary PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- K. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- L. The Voluntary PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

- M. The Voluntary PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- N. Employees on SDI, IDL, EIDL, or workers' compensation for the entire monthly pay period shall be excluded from the Voluntary PLP for that month.

#### **8.15.21 Personal Leave – Voluntary (Unit 21)**

- A. Each department may decide whether it intends to offer the Voluntary Personal Leave Program (VPLP). Participating departments will notify employees of any program conditions that the department may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for participation. Employee participation in the program shall be on a voluntary basis.
- B. Except for “K” below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one (1) day (8 hours) or two (2) days (16 hours) personal leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within the department. A department may only approve either one (1) day (8 hours) or two (2) days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.
- C. Participating employees shall be credited with eight (8) or sixteen (16) hours of personal leave on the first day of the following monthly pay period the employee is in the VPLP.
- D. Once approved, employees must remain in the program for twelve (12) months unless a department established a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of a financial hardship, an employee's request to cancel participation may be approved by a department on a case by case basis. The State reserves the right to cancel the program on a departmental, subdivisional or individual basis at any time with thirty (30) days' notice to the employee.

- E. Personal leave (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) shall be requested and used by the employee in the same manner as vacation or annual leave. Request to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use personal leave credits.
- F. At the discretion of the State, if funds become available, as determined by the Department of Finance (DOF), all or a portion of unused personal leave credit (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) 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 applicant 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. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR, Deferred Compensation Program as permitted by federal and state law.
- G. Participating employees shall be entitled to the same level of State employer contribution for health, vision, dental, flex-elect cash option and enhanced survivor's benefits the employee would have received had the employee not participated in the VPLP.
- H. The VPLP 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 merit salary adjustment.



- I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- K. Employees on EIDL, SDI, IDL or workers' compensation for the entire monthly pay period shall be excluded from the VPLP.
- L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.
- M. If any dispute arises about this VPLP, an employee or Union 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.

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

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for a FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
  - 1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
  - 2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self

care. "Care" as provided in this section applies to the individual with the covered health condition;

3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
  4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.
    - a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.
    - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.
    - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover a FMLA absence.
- C. An eligible employee shall provide certification of the need for a FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or

eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes a FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to the employee's same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with CalHR rules 599.608 and 599.609.
- H. Any appeals regarding a FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the CRD. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.
- I. The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the

request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

### **8.17 Mentoring Leave**

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once the employee has used an equal amount of the employee's personal time for these activities. Mentoring leave is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of the employee's 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, the employee must have used two (2) verified hours of the employee's personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide the employee's supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for mentoring leave, an employee must:
  - 1. Have a permanent appointment;
  - 2. Have successfully completed the employee's initial probationary period; and

3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one (1) 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 (1) school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive mentoring leave if:
1. The employee is assigned to a "post" position in the CDCR; or
  2. The employee works in a level of care position in the DDS, DSH, CDE, CDCR or Veterans' Affairs (CalVet).
- G. Permanent part-time and Permanent Intermittent (PI) employees may receive a prorated amount of mentoring leave based upon the employee's time base. For example, a half-time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in Article 6 of this Contract.

#### **8.17.21 INTENTIONALLY EXCLUDED**

#### **8.18 Work and Family Participation**

##### **A. Family Activity**

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per

calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating. Family is defined as the employee's 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 (as defined 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 section 8.16 of this Contract, Family Medical Leave Act. The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

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

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in CalHR rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and

any fee paid by the Registrar of Voters for such service. Verification of service may be required.

### **8.20 Blood Donation Programs**

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

#### **8.21.3 9-12, 10-12, and 11-12 Leave (Unit 3)**

- A. A department head may, upon request of an employee, grant a leave of absence:
  - 1. Not to exceed ninety-five (95) calendar days to permanent or probationary civil service employees or
  - 2. Not to exceed any three (3) pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. These need not be consecutive pay periods. Such leaves shall be without pay for persons employed and paid under the provisions of CalHR regulation 599.666 and with deferred pay for persons employed and paid under the provisions of CalHR regulation 599.667.
- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority and for computation of months of total State service to determine changes in the monthly credit for vacation/annual leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.
- C. All Unit 3 employees, except civil service exempt teachers of the CDE, may request to utilize the 9-12, 10-12, or 11-12 plan.
- D. Affected departments will make every reasonable effort to grant 9-12, 10-12, or 11-12 leave to qualified employees and 9-12, 10-12, or 11-12 leave plan requests shall not be unreasonably denied. Any denial will be accompanied by a reason in writing.
- E. An employee returning from 9-12, 10-12, or 11-12 leave shall have the right to return to the employee's former position. Every reasonable effort will be made to return the employee to the same position.

- F. For CDCR, OCE, and DJJ employees on a 220 or equivalent day academic year, the following restrictions apply:
1. Employees on the 220 or equivalent day schedule may not utilize the 9-12 option.
  2. Prior to utilizing 10-12 or 11-12 leave the employee must apply and pay in advance so that each month of leave has been paid for by monthly pay reduction. Monthly pay will be reduced by 1/6 for a 10-12 and 1/12 for an 11-12 leave.
  3. 10-12 leaves may be for non-consecutive pay periods.
  4. Before approval for the 10-12 or 11-12 option, the employee will sign an agreement assenting to the 1/12 or 1/6 reduction in monthly pay and identifying the month or months to be taken off. The employee will also indicate understanding that a reconciliation will take place at the conclusion of the twelve (12) month period to account for actual days worked. This reconciliation could result in the employee owing money to the State or the State owing money to the employee because of the variation in number of work days in the months of the approved academic calendars in OCE and DJJ. Any debt owed by the employee will be repaid according to the applicable procedures.

#### **8.21.21 10-12 Leave (Unit 21)**

- A. A department head may, upon the request of an employee, grant a leave of absence not to exceed two (2) consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees.
- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.
- C. All Unit 21 employees may request to utilize the 10-12 plan.
- D. Any denial of the 10-12 plan shall be accompanied by a reason in writing.



- E. An employee returning from 10-12 leave shall have the right to return to the employee's former position. The term "former position" is defined in Government Code section 18522.

#### **8.22.14 Vacation Calendar (Unit 14)**

- A. A vacation schedule shall be established for employees by shift at each work location on a semi-annual basis, and distributed to all employees prior to the start of the semi-annual period. During the first quarter of the sixty (60) calendar day period just prior to the semi-annual period, each employee shall designate the vacation time(s) the employee desires. The supervisor shall ensure that any conflicts are resolved during the second quarter of the sixty (60) calendar day period.
- B. Vacation requests made after the vacation schedule has been posted may be granted on a first-come, first-serve basis provided there is no interference with the scheduled vacations.
- C. Each department head or designee will make every effort to act on vacation requests in a timely manner.

#### **8.22.20 DSH Licensed Vocational Nurse (LVN) Vacation Scheduling (Unit 20)**

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid subject to available posted vacation dates, one (1), two (2) or three (3) vacation period(s) for the upcoming calendar year as follows:
  - 1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
  - 2. For three (3) vacation periods, each vacation period shall be for consecutive days. The three (3) vacation

periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses the employee's vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar.

3. For the purpose of subsection B, an employee's chosen vacation period may not exceed the employee's accrued vacation, annual leave, Personal Leave Program (PLP), furlough or Personal Development Days (PDD) time balance(s) at the time the vacation is to be taken.

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

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

1. Bid another available vacation period;  
or
  2. Bump previously approved Unit 20 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
  3. Cancel the vacation.
  4. Vacations scheduled under this subsection shall be considered to be bid vacations.
- E. Time off under this section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellations shall be in accordance with and in the order of the following:
1. Volunteers.
  2. Time off requested after December 1, with the last request being the first cancelled.
  3. Bid vacations by inverse seniority.
- F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-serve basis subject to subsection C.
- I. The parties agree to utilize the implementation of ASSIST to develop a process for a separate Licensed Vocational Nurse vacation calendar.

### **8.23.1 Employment Development Department (EDD) Vacation Leave Policy (Unit 1)**

Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied.

Vacations can only be canceled when unanticipated operational needs require it.

An employee shall be granted annual vacation leave request(s) up to the employee's annual accrual rate. All vacation leave taken during the calendar year shall be counted towards the amount of

leave described in the previous sentence. Employees must have sufficient leave earned and available to cover the time requested, prior to beginning the employee's vacation.

#### A. Vacation Policy

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

#### B. Vacation Bidding Procedure

1. Beginning on September 1, and ending no later than November 30, of each year, or the first work day(s) thereafter, each office manager or the manager's designee shall conduct four (4) rounds of vacation bidding if necessary at the employee's worksite.
2. At least two (2) weeks prior to September 1, each office manager or the manager's designee shall make available to all employees a current worksite

seniority list, a one year electronic calendar starting February 1 and ending on January 31 of the following year, indicating the number of employees that may be on vacation on each day, and copies of the mutually agreed to standard EDD vacation bid form.

3. For each of the four (4) rounds of vacation bidding, employees shall have ten (10) work days to turn in the employee's completed bid form to the office manager or the manager's designee.
4. For rounds one (1) and two (2) of bidding, the office manager or the manager's designee shall approve vacation periods in the following manner. Each employee shall be granted the employee's #1 priority choice unless it is taken by an employee(s) with more seniority as defined in paragraph A, section 1 above. The office manager or the manager's designee shall then approve the employee's #2 choice unless it is taken by an employee(s) with more seniority. If necessary, the office manager or the manager's designee shall go through all of an employee's subsequent bid choices in the same manner.
5. For any round of bidding, if an employee's bid list is exhausted, or if any part of an employee's consecutive day bid request cannot be granted, the office manager or the manager's designee shall briefly confer with the employee, if the employee is available, for the purpose of obtaining another vacation bid before moving on to the next senior person in the office. If the employee is not available and has not left contact information with the employee's manager then the manager shall move on to the next employee.
6. For round three (3), the office manager or the manager's designee shall approve up to the employee's accrual rate before moving to the next senior employee's bid form.
7. For round four (4), the office manager or the manager's designee shall approve up to the employee's balances before moving to the next senior employee's bid form.

8. As each employee's vacation is approved in each of the four (4) vacation bidding rounds listed below, the office manager or the manager's designee shall on a daily basis update the calendar described in B(2).
9. On November 30, or the first work day thereafter, the office manager or the manager's designee shall provide each employee at the worksite with the employee's approved vacation choices.
10. On November 30, or the first work day thereafter, each office manager or the manager's designee shall post all approved vacation choices. This electronic calendar shall be immediately updated if:
  - a. An employee cancels a vacation period.
  - b. Someone from the waiting list is approved.
  - c. A vacation period is approved during the open bidding period.
  - d. More vacation slots become available.
11. When an employee who was granted vacation leave cancels that leave, or will not have sufficient leave credits to cover the leave, the first person on the waiting list, if any, shall be awarded that vacation leave time.

#### C. Vacation Bidding Rounds

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

twenty-two (22) consecutive work days and each bid choice shall be no greater than the employee's remaining annual accrual rate. The office manager or the manager's designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

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

D. Open Vacation Bidding Period

Immediately after the Vacation Bidding Rounds in section C above, employees shall be allowed to bid on any open time on a first come, first served basis throughout the year (February 1 through January 31). If two (2) or more employees ask for the same vacation day(s) at the same time, requests shall be granted on the basis of seniority as described in paragraph A above.

E. Expedited Grievance Procedure

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

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

F. Vacation Information

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

### **8.23.20 Department of Veterans Affairs Vacation Scheduling (Unit 20)**

All Unit 20 employees are encouraged to take a vacation each year. This Article provides a statewide standardized vacation scheduling procedure designed as a method to allow Bargaining Unit 20 employees in the following classifications to bid on vacation leave based on seniority:

- Licensed Vocational Nurses
- Certified Nursing Assistants
- Residential Care Specialist
- Any other Bargaining Unit 20 classification if there are two or more employees at a Home

A separate vacation calendar for each classification shall be provided. Bidding for each classification shall be held separately. The Director of Nursing (DON), or designee, shall have the responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

A. General Provisions

1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the ad hoc: first-come, first serve process.

2. With the exception of Sick Leave, an employee may utilize all available leave such as Vacation (VA), Annual Leave (AL), Informal Time Off (ATO), Holiday Credit (HC), Personal Leave



Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH), and any other accrued time. An employee's chosen vacation period may not exceed the employee's accrued leave at time the vacation is taken. (section 8.1 (A) and (B) of the MOU.)

3. The posted vacation time shall be sufficient to permit employees on each shift to have an opportunity to take a vacation.

4. Each classification shall have their own vacation calendar. There shall be no blackout dates on the vacation calendar.

5. The bid shall be done through a walk-up, call-in and/or electronic process.

#### B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties shall be broken by "lottery" thereafter. (section 8.1 (L) of the MOU.)

#### C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Permanent Intermittent (PI) employees are not eligible.

2. New employees who choose to participate in the vacation bid process must have available leave hours at the time vacation is taken. (section 8.1 (A) and (B) of the MOU.)

#### D. Timeframe

1. End date for calculation of seniority scores is August 31.

2. Seniority scores posted by October 1.

3. Challenge period is October 1 through October 15.

4. By October 15, at the request of management or union, the Department agrees to schedule a meeting at each home to discuss the vacation bid process (seniority scores, vacation calendar, dates of bid, time allotted for the walk-up,

call-in and/or electronic bid, and other business related to the vacation bid process)

a. Between November 1 and November 15, employees shall be allowed by order of seniority to participate in the walk-up, call-in and/or electronic bid process for the following calendar year. A vacation bid must be for consecutive days, not to exceed thirty-two (32) days of vacation in a year with a max of three (3) bids.

b. For employees that submit up to three (3) vacation bids, each vacation bid shall be for consecutive days. The three (3) vacation bids combined shall not exceed thirty-two (32) days of leave during the vacation year, and any one (1) vacation bid shall not exceed twenty-four (24) vacation days scheduled off. Each vacation bid shall be separated by at least thirty-two (32) consecutive days. As each employee chooses the employee's vacation bids, that vacation bid shall be placed on the appropriate vacation calendar.

c. Ad hoc rounds: on a first-come, first-serve basis beginning the Tuesday immediately following the first Monday in December. This is a separate process, each process with its own calendar per classification.

#### E. Absentee Bid

1. Employees away from the Home will be notified of the vacation bid by certified mail.

2. If an employee is unable to be present for their bid time, the employee has the option to:

a. Submit a paper bid (electronically) to the management designee

b. Appoint by proxy to bid for them

1. If bidding by proxy, the employee must submit a signed and dated copy of the request form to the

proxy and the management designee by 5pm the day before the bid.

c. Call-in their bid at their appointment time.

#### F. AD-HOC: FIRST-COME, FIRST-SERVE PROCESS

Following the vacation bid process, and beginning at 8:00 AM on the Tuesday immediately following the first Monday in December, additional time off may be requested from the remaining posted dates of the vacation calendar on a first-come, first serve basis. All requests must be submitted to the management designee via the electronic vacation submission processed used by the Home. The electronic submission will be used to determine the order bids are received, but if two or more employees request the same dates at the same time, the tie will be broken by State seniority, then departmental seniority, and then by lottery. Any ad hoc requests received prior to 8:00 AM on the Tuesday immediately following the first Monday in December are not valid and will not be considered.

#### G. CANCELLATION OF BID VACATION

1. Employees who decide to cancel their vacation shall provide a written notification to Management no less than fourteen (14) days prior to the start date of their scheduled vacation period.

2. If an employee does not have enough leave hours to cover their vacation, management shall notify the employee at least thirty (30) days prior to their scheduled vacation. The employee must choose what days they will keep and what days they will cancel based on their available leave hours, and inform management of their choice no less than fourteen (14) days prior to the start date of their scheduled vacation period. If no days are chosen by the employee within the specified time limit, management will decide which vacation days will be cancelled based on operational needs.

3. Within five (5) calendar days of Management receiving written notification, canceled vacation days shall be posted for ad hoc: first-come, first-serve.

H. VOLUNTARY & INVOLUNTARY TRANSFERS

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.
2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

I. MEET AND DISCUSS

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

**8.24.15 Department of Developmental Services Vacation Scheduling System for Common Level of Care (LOC) Nursing Staff in Bargaining Unit 15 (Unit 15)**

- A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.
- B. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed

thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
  2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
  3. During the above period, management will not intervene to resolve conflicts in the vacation requests.
- C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify the employee's vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain the employee's bid vacation, the employee will be provided the same duration of time off as bidden, as determined by management, or the employee may bid on the remaining unbid vacation time.
- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.
- The calendar shall be posted on or about December 20 for the January/March and by the 20th day of the last month of each quarter thereafter.
1. Program management shall maintain full and unabridged discretion to determine the time slot(s)

available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.

2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
  3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- H. Nothing in this Agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

#### **8.24.17 DDS Vacation Scheduling: Three Vacation Period Scheduling Method (Unit 17)**

A. On October 1 of each year, each unit/work location shall post a vacation calendar, specific for Unit 17 Registered Nurses, in a prominent place readily available. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of Registered Nurse employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be

sufficient to permit all employees on each shift to have a vacation during the year. Non-client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.

- B. During the period of October 1 to October 31, all Registered Nurses may sign up for no more than three (3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
1. Vacation requests shall not exceed the employees' accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) time balance at the time(s) the vacation(s) is taken.
  2. During the above period, management will not intervene to resolve conflicts in the vacation requests. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify the employee's vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among affected employees, the most senior employees' vacation request shall prevail. Conflicts between employees with the same seniority shall be resolved by lot (coin toss). The employee has the right to be present during the coin toss. If an employee does not obtain the employee's bid vacation, the employee will be provided the same duration of time off as bidded as determined by management, or the employee may bid on the remaining unbid vacation time.

- C. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- D. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

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

  - 1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
  - 2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
    - 3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- E. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- F. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- G. Nothing in this Agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- H. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

#### **8.24.20 Department of Developmental Services/LVN Vacation Scheduling (Unit 20)**

- A. On October 1 of each year, each unit/work location in the DDS shall post a vacation calendar



specific for Bargaining Unit 20 Licensed Vocational Nurses (LVNs) in a prominent place. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LVNs that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of LVNs that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all LVNs on each shift to have a vacation during the year. Non-client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.-

- B. During the period of October 1 to October 31, all Licensed Vocational Nurses may sign up for no more than three (3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
1. Vacation requests shall not exceed the LVNs accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) time balance at the time(s) the vacation(s) is taken.
  2. During the above period, management will not intervene to resolve conflicts in the vacation requests.
- C. Beginning November 1 and ending the close of November 30, those LVNs with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These LVNs will be given the opportunity to modify the employee's vacation choices through discussion and compromise among the affected LVNs. Where these discussions do not result in compromise and agreement among the affected LVNs, the most senior LVNs vacation request shall prevail. Conflicts between LVNs with the same

seniority shall be resolved by lot (coin toss). If an LVN does not obtain the employee's bid vacation, the employee will be provided the same duration of time off as bidded, as determined by management, or the LVN may bid on the remaining unbid vacation time.

- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots. The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.
  - 1. Program management shall maintain full and unabridged discretion to determine the time slot(s).-
  - 2. The ad hoc calendar shall be obtained on a first-come, first-served basis without regard to what type of LVN time accrual is used to request the time slot(s) off.
- F. When an LVN cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an LVN transfers to another position within the facility. If it cannot be honored, the LVN will be guaranteed the equivalent time off at another time, as available.
- H. Nothing in this Agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- I. If an ad hoc time slot is available, an LVN who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.
- J. The above vacation scheduling procedure supersedes the "DDS Vacation Scheduling" method and nullifies all other prior understandings over intent or application of vacation scheduling and ad hoc time off unless explicitly incorporated into this provision.

### **8.25.15 Department of State Hospitals (DSH) Vacation/Annual Leave Scheduling (Unit 15)**

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one (1) or two (2) vacation period(s) for the upcoming calendar year as follows:
  - 1. For one (1) vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
  - 2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses the employee's vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of the subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation/annual leave time balance at the time the vacation is to be taken.
- C. Beginning December 1, employees may select time off on a first-come, first-served basis from the remaining posted dates. If such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5)

days in advance. Requests for time off with less than ten (10) calendar days' notice may be granted. For the purpose of this subsection, an employee may use vacation/annual leave, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, should two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted the employee's preferred time off by lot.

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

1. Bid another available vacation period; or
2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
3. Cancel the vacation.

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

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

1. Volunteers;
2. Time off requested after December 1, with the last request being the first cancelled;
3. Bid vacation by inverse seniority.

F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.

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

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

### **8.25.17 DSH Vacation Scheduling (Unit 17)**

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid subject to available posted vacation dates, one (1), two (2) or three (3) vacation period(s) for the upcoming calendar year as follows:
1. For one (1) vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
  2. For three (3) vacation periods, each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses the employee's vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar.
  3. For the purpose of subsection B, an employee's chosen vacation period may not exceed the employee's accrued vacation, annual leave, Personal Leave Program (PLP), furlough or Personal Development Days (PDD) time balance(s) at the time the vacation is to be taken.
- C. Beginning December 1, employees may select time off on a first-come, first-serve basis from the remaining posted dates. If the selection is at least ten (10) calendar days prior to the

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

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

1. Bid another available vacation period;

or

2. Bump previously approved Unit 17 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or

3. Cancel the vacation.

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

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

1. Volunteers.

2. Time off requested after December 1, with the last request being the first cancelled.

3. Bid vacations by inverse seniority.

- F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-serve basis subject to subsection C.
- I. The parties agree to utilize the implementation of ASSIST to develop a process for a separate Registered Nurse vacation calendar.

#### **8.25.20 CDCR/CCHCS Vacation Scheduling – Dental Assistants and Dental Hygienist (Unit 20)**

- A. All Dental employees are encouraged to take a vacation each year. The Supervising Dental Assistant, or designee, shall have the responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
  - 1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process must wait until after the vacation bid process is complete to select from the remaining dates.
  - 2. With the exception of Sick Leave, an employee may utilize all available leave such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP),\_Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH), and any other accrued time. An employee's chosen vacation period may not exceed the employee's accrued leave at time the vacation is taken. (Article 8.1 (A) and (B) of the MOU.)
  - 3. The posted vacation time shall be sufficient to permit employees to have an opportunity to take a vacation.
  - 4. The bid shall be done through a walk-up, call-in and/or electronic process.
- B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by "lottery" thereafter. (Article 8.1 (L) of the MOU.)

#### C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Permanent Intermittent (PI) employees are not eligible.
2. New employees who choose to participate in the vacation bid process must have available leave hours at the time vacation is taken. (Article 8.1 (A) and (B) of the MOU.)

#### D. Timeframe

1. End date for calculation of seniority scores is March 31.
2. Seniority scores posted, bid form available by April 1.
3. Challenge period is April 1 through April 15.
4. At the request of management or union, the Department agrees to schedule a meeting at each facility to discuss the vacation bid process (seniority scores, vacation calendar, dates of bid, time allotted for the walk-up, call-in and/or electronic bid, and other business related to the vacation bid process).
5. The annual vacation bid process shall be completed no later than 4 pm on May 1 or 4 pm on the following Monday if May 1<sup>st</sup> falls on a weekend. Employees shall be allowed by order of seniority to participate in the walk-up, call-in and/or electronic bid process for the following calendar year.
6. The annual vacation calendar shall begin the first Monday in July.

#### E. Bidding

1. Based on leave balances and potential accruals, an eligible employee may bid up to two (2) weeks per round of bidding for a total of up to four (4) weeks within the bid rounds. The seniority list must be exhausted before bidding begins for the second round.
2. Bidding is in one (1) week increments (Monday-Sunday). The weeks do not need to be consecutive.



3. The vacation calendar shall be visible electronically (i.e. shared drive). It shall be available in a read-only format for all dental assistants to view no later than two weeks after the bid.

#### F. Absentee Bid

1. Employees away from the facility will be notified of the vacation bid by certified mail.
2. If an employee is unable to be present for their bid time, the employee has the option to:
  - a. Submit a paper bid (electronically) to the management designee;
  - b. Appoint a proxy to bid for them
    - (1) If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5pm the day before the bid.
  - c. Call-in their bid at their appointment time.

#### G. AD HOC: FIRST-COME, FIRST-SERVE PROCESS

Following the vacation bid process:

1. Employees may select time off on a first-come, first-served basis from the remaining posted dates. All requests for additional vacation time off from the ad-hoc calendar shall be submitted electronically to the Supervising Dental Assistant.
2. If the employee cancels any portion of their approved vacation bid, the cancelled dates will be made available on the shared drive ad-hoc calendar within two (2) business days following the date of notification.

#### H. CANCELLATION OF BID VACATION

If the employee does not have sufficient leave to cover the entire vacation period, the employee will be notified a minimum of thirty (30) calendar days prior to the scheduled vacation. In this circumstance, the supervisor and the employee shall determine what, if any leave the employee may take. The remaining dates not taken will be made available on the shared drive ad-hoc calendar.

## I. VOLUNTARY & INVOLUNTARY TRANSFERS

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.
2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

## J. Dental Hygienist

1. Vacation requests must be submitted at least thirty (30) days prior to the first day of the requested vacation.
2. When two (2) or more employees on the same shift in a work unit request the same vacation time, and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation leave period in order of seniority.
3. Vacation leave schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by the employee(s) entering the unit after the schedule has been established.
4. When more than three (3) dental hygienists are present, the process for Dental Assistant vacation scheduling shall apply.

### **8.26.15 Vacation Scheduling Bid (CDCR, CCHCS) (Unit 15)**

A. Upon request from the SEIU Bargaining Unit 15 Chair to the local Labor Relations Representative, each institution shall meet with SEIU to discuss and develop an annual seniority-based vacation bid process for Bargaining Unit 15 classification(s) at each institution. The vacation bid process will begin January 1 of each year.

B. Any additional vacation requests shall follow Section 8.1 of this Contract.

## 8.26.17 Department of Veterans Affairs Vacation Scheduling (Unit 17)

A. All Unit 17 employees are encouraged to take a vacation each year. This section provides a statewide standardized vacation scheduling procedure designed as a method to allow Bargaining Unit 17 employees in the following classifications to bid on vacation leave based on seniority:

- Registered Nurses
- Any other Bargaining Unit 17 classification if there are two or more employees at a Home

A separate vacation calendar for each classification shall be provided. Bidding for each classification shall be held separately. The Director of Nursing (DON), or designee, shall have the responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

### 1. General Provisions

- a. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the ad hoc: first-come, first serve process.
- b. With the exception of Sick Leave, an employee may utilize all available leave such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH), and any other accrued time. An employee's chosen vacation period may not exceed the employee's accrued leave at time the vacation is taken. (Article 8.1 (A) and (B) of the MOU.)
- c. The posted vacation time shall be sufficient to permit employees on each shift to have an opportunity to take a vacation.
- d. Each classification shall have their own vacation calendar. There shall be no blackout dates on the vacation calendar.
- e. The bid shall be done through a walk-up, call-in and/or electronic process.

### 2. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by “lottery” thereafter. (Article 8.1 (L) of the MOU.)

### 3. Eligibility

a. Permanent, probationary, and limited-term state employees are eligible. Permanent Intermittent (PI) employees are not eligible.

b. New employees who choose to participate in the vacation bid process must have available leave hours at the time vacation is taken. (section 8.1 (A) and (B) of the MOU.)

### 4. Timeframe

a. End date for calculation of seniority scores is August 31.

b. Seniority scores posted by October 1.

c. Challenge period is October 1 through October 15.

d. By October 15, at the request of management or union, the Department agrees to schedule a meeting at each home to discuss the vacation bid process (seniority scores, vacation calendar, dates of bid, time allotted for the walk-up, call-in and/or electronic bid, and other business related to the vacation bid process).

1. Between November 1 and November 15, employees shall be allowed by order of seniority to participate in the walk-up, call-in and/or electronic bid process for the following calendar year. A vacation bid must be for consecutive days, not to exceed thirty-two (32) days of vacation in a year with a max of three (3) bids.

2. For employees that submit up to three (3) vacation bids, each vacation bid shall be for consecutive days. The three (3) vacation bids combined shall not exceed thirty two (32) days of leave during the vacation year, and any one (1) vacation bid shall not exceed twenty-four (24) vacation days scheduled off. Each vacation bid

shall be separated by at least thirty-two (32) consecutive days. As each employee chooses the employee's vacation bids, that vacation bid shall be placed on the appropriate vacation calendar.

3. Ad hoc rounds: on a first come, first serve basis beginning the Tuesday immediately following the first Monday in December. This is a separate process, each process with its own calendar per classification.

#### 5. Absentee Bid

a. Employees away from the Home will be notified of the vacation bid by certified mail.

b. If an employee is unable to be present for their bid time, the employee has the option to:

1. Submit a paper bid (electronically) to the management designee

2. Appoint a proxy to bid for them

\* If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5pm the day before the bid.

3. Call-in their bid at their appointment time.

#### B. AD HOC: first-come, first-serve process:

Following the vacation bid process, and beginning at 8:00 AM on the Tuesday immediately following the first Monday in December, additional time off may be requested from the remaining posted dates of the vacation calendar on a first-come, first-serve basis. All requests must be submitted to the management designee via the electronic vacation submission process used by the Home. The electronic submission will be used to determine the order bids are received, but if two or more employees request the same dates at the same time, the tie will be broken by State seniority, then departmental seniority, and then by lottery. Any ad hoc requests received prior to 8:00 AM on the Tuesday immediately following the first Monday in December are not valid and will not be considered.

#### C. CANCELLATION OF BID VACATION

1. Employees who decide to cancel their vacation shall provide a written notification to Management no less than

fourteen (14) days prior to the start date of their scheduled vacation period.

2. If an employee does not have enough leave hours to cover their vacation, management shall notify the employee at least thirty (30) days prior to their scheduled vacation. The employee must choose what days they will keep and what days they will cancel based on their available leave hours, and inform management of their choice no less than fourteen (14) days prior to the start date of their scheduled vacation period. If no days are chosen by the employee within the specified time limit, management will decide which vacation days will be cancelled based on operational need.

3. Within five (5) calendar days of Management receiving written notification, canceled vacation days shall be posted for ad hoc: first-come, first-serve.

#### D. VOLUNTARY & INVOLUNTARY TRANSFERS

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.

2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation

#### E. MEET AND DISCUSS

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

### **8.26.20 CDCR - CCHCS Vacation Scheduling – Licensed Vocational Nurses (LVN), Certified Nursing Assistants (CNA), and Medical Assistants, (MAs) (Unit 20)**

A. The Chief Nurse Executive, or designee, shall have the responsibility for implementation and maintenance of the statewide vacation scheduling at each facility and shall ensure compliance.

1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation

bid process may select a vacation through the first-come, first-serve process.

2. With the exception of Sick Leave, an employee may utilize all available leave, such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH).

3. The posted vacation time shall be sufficient to permit employees on each watch to have an opportunity to take a vacation.

4. Calendar year for vacation bidding starts the second Monday of January and will be for fifty two (52) weeks.

5. There shall be no blackout dates on the vacation calendar.

6. The bid shall be done through a walk-up process.

7. Each classification shall have their own vacation calendar.

#### B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by "lottery" thereafter.

#### C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Intermittent and CCHCS Headquarters positions, such as Employee Health Program, are not eligible.

2. New state employees who choose to participate in the vacation bid process must have available hours at the time vacation is taken (section 8.1, (A) and (B)).

#### D. Timeframe

1. End date for calculation of seniority is August 31<sup>st</sup>.

2. Seniority scores will be posted by October 1<sup>st</sup>.

Challenge period is October 1<sup>st</sup> through October 15<sup>th</sup>

1. Between November 1<sup>st</sup> and November 15<sup>th</sup>, employees shall be allowed by order of seniority to participate in the walk-up bid process. Bids must be in whole-week increments (Monday – Sunday). A second round of bidding shall be conducted, if existing slots remain.

2. First round of the vacation bid, an eligible employee may choose to take one (1) or two (2) weeks. Employees do not have to take weeks consecutively.
3. Second round of the vacation bid shall be for one week.
4. Additional rounds: Employees may take an additional week of the remaining available slots until the vacation calendar is filled.
  - a. By December 1<sup>st</sup>, the completed vacation bid calendar shall be posted in a prominent area where such notices are customarily posted and visible electronically (i.e. shared drive). If the date falls on the weekend, the completed vacation bid calendar shall be posted the following Monday.

#### F. Absentee Bid

1. Employees away from the institution will be notified of the vacation bid by certified mail or electronically.
2. If an employee is unable to be present for their bid, the employee has the option to:
  - a. Submit a paper bid (electronically) to the management designee.
  - b. Appoint a proxy to bid for them. If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5 p.m. the day before the bid.
  - c. Call in their bid at the appointment time.

#### G. First-Come, First-Serve Process

Upon posting the results of the walk-up bid process, unfilled vacation slots shall be awarded by first-come, first-serve.

#### H. Cancellation of Bid Vacation

1. If an employee does not have enough hours to cover their vacation, management shall notify the employees thirty (30) days prior to their scheduled vacation. The employee may choose what days they will keep and what days they will cancel based on hours available.
2. Employees who decide to cancel their vacation shall provide a written notification to Management no less than fourteen (14) days prior to the start of your scheduled vacation period.



3. Within five (5) calendar days of Management receiving written notification, cancelled vacation days shall be posted first-come, first-serve.

I. Voluntary & Involuntary Transfers

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.

2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

**8.27.17 CDCR - CCHCS Vacation Scheduling – Registered Nurses (Unit 17)**

A. The Chief Nurse Executive, or designee, shall have the responsibility for implementation and maintenance of the vacation scheduling at each facility and shall ensure compliance. Each classification shall have a separate calendar.

1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the first-come, first-serve process.

2. With the exception of Sick Leave, an employee may utilize all available leave, such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH).

3. The posted vacation time shall be sufficient to permit employees on each watch to have an opportunity to take a vacation.

4. Calendar year for the vacation bidding starts the second Monday of January and will be for fifty-two (52) weeks.

5. There shall be no blackout dates on the vacation calendar.

6. The bid shall be done through a walk-up process.

B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each

qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by “lottery” thereafter.

C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Intermittent and CCHCS Headquarters positions are not eligible.
2. New state employees who choose to participate in the vacation bid process must have available hours at the time vacation is taken (section 8.1 (A) (B)).

D. Timeframe

1. End date for calculation of seniority scores is August 31<sup>st</sup>.
2. Seniority scores will be posted by October 1<sup>st</sup>.
3. Challenge period is October 1<sup>st</sup> through October 15<sup>th</sup>.
4. By October 15<sup>th</sup>, at the request of management or union, the department agrees to schedule a meeting at each institution to discuss the vacation bid process (seniority scores, vacation calendar, dates of bids, time allocated for walk-up bids and other business related to the vacation bid process).

a. Between November 1<sup>st</sup> and November 15<sup>th</sup>, employees shall be allowed by order of seniority to participate in the walk-up bid process. Bids must be in whole-week increments (Monday – Sunday). A second round of bidding shall be conducted, if existing slots remain.

b. First round of the vacation bid, an eligible employee may choose to take one (1) or two (2) weeks. Employees do not have to take weeks consecutively.

c. Second round of the vacation bid shall be for one week.

d. Additional rounds: Employees may take an additional week of the remaining available slots until the vacation calendar is filled.

E. By December 1<sup>st</sup>, the completed vacation bid calendar shall be posted in a prominent area where such notices are customarily posted and visible electronically (i.e. shared drive). If the date falls on the weekend, the completed vacation bid calendar shall be posted the following Monday.

F. Absentee Bid

1. Employees away from the institution will be notified of the vacation bid by certified mail or electronically.
2. If an employee is unable to be present for their bid, the employee has the option to:
  - a. Submit a paper bid (electronically) to the management designee.
  - b. Appoint a proxy to bid for them.  
\*If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5 p.m. the day before the bid.
  - c. Call in their bid at the appointment time.

#### G. First-Come, First-Serve Process

Following the vacation bid process, and beginning the first Monday in December, additional time off may be requested from the remaining posted dates of the vacation calendar on a first-come, first-serve basis. All requests must be electronically submitted through email to the management designee. If two or more employees request the same dates at the same time, the tie will be broken by State seniority, then departmental seniority, and then by lottery.

#### H. Cancellation of Bid Vacation

1. If an employee does not have enough hours to cover their vacation, management shall notify the employee thirty (30) days prior to their scheduled vacation. The employee may choose what days they will keep and what days they will cancel based on hours available.
2. Employees who decide to cancel their vacation shall provide a written notification to Management no less than fourteen (14) days prior to the start of their scheduled vacation period.
3. Within five (5) calendar days of Management receiving written notification, cancelled vacation days shall be posted first-come, first-serve.

#### I. Voluntary & Involuntary Transfers

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.
2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

### **8.27.20 Dependent Care Leave (Unit 20)**

A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the purposes of providing personal medical care for the employee's ill or injured parent, spouse, stepparent, child, stepchild, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic partner, immediate family of domestic partner (father, mother, child, brother, sister), and anyone living in the employee's household. The employee may be required to provide substantiation to support the employee's request for the unpaid leave.

The period of leave shall not exceed three (3) months. Extensions of an unpaid leave may be requested by the employee and may be granted by the department head or designee.

A dependent care leave may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation. During the period of time an employee is on dependent care leave, the employee shall be allowed to continue health, dental, and vision benefits. The total cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

### **8.28.3 Educational Leave (Unit 3)**

- A. The State and the Union recognize the importance of educational leave. Each department may review the current department educational leave policy within one hundred twenty (120) days of the ratification of this Agreement. Each department will meet and confer with the Union on the impact of changes made in the current policy based upon the department's review. This policy will at a minimum contain: criteria for course approval, an appeal of denial mechanism to an individual other than the immediate supervisor of the individual making the denial and time specific application process for employees to request usage of educational leave, and documented verification of successful completion of approved course work.

B. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges (including two [2] year and four [4] year), universities (including independent studies) or programs recommended by a Trade Advisory Committee for the purpose of further instruction in subjects related to the employee's work assignment and/or achievement of departmental goals. Approved educational leave shall be granted for reasonable travel time, instructional/classroom time and required field work during regular work hours.

1. Only Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.
2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements, fiscal resources and availability of an appropriate substitute. A teacher/instructor whose written request for educational leave is denied shall be informed in writing of the reasons for such action within fourteen (14) calendar days. If an employee is denied educational leave on three (3) consecutive occasions the employee may request a review of the criteria upon which the leave was denied by a department head or designee.
3. Eligible employees must have at least one year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
4. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month. Portions of months of service shall not be counted or accumulated.
5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
6. The State will encourage the employee to utilize educational leave. When an employee eligible for

educational leave is granted time off in accordance with paragraph B above, such time off shall be deducted from the employee's educational leave balance.

7. When on educational leave, employees shall retain the employee's merit salary adjustment date, and shall receive credit for vacation, sick leave, educational leave, or any other benefit which would normally accrue during such work period.
  8. The CalHR shall provide by rule for the regulation, accumulation and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for accumulated educational leave.
  9. Requests under this section shall not be unreasonably denied by the State nor shall employees make unreasonable requests to use educational leave.
  10. An employee returning from educational leave shall have the right to return to the employee's former position. Every reasonable effort will be made to return the employee to the same position.
- C. Upon retirement, all accrued hours of educational leave will be converted to CalPERS service credit as follows: consistent with Government Code section 20963.1, an employee represented by Unit 3 and whose effective date of retirement is within four (4) months of separation from employment of the State, shall be credited at the employee's retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the Public Employee Retirement System board by the employer. The provisions of this section shall be effective for employees who retire directly from State employment on and after January 1, 2000.
- D. This section does not apply to the exempt employees of the Special Schools of the CDE and Librarians.

### **8.28.17 Paid Education Leave (Unit 17)**

- A. All Unit 17 employees, with the exception of the classification of Nurse Practitioner, shall be entitled to thirty-two (32) hours of educational leave on State time during a Unit 17 employee's two (2) year licensure period. Nurse Practitioners shall be entitled to a total of forty (40) hours of educational leave during a Unit 17 employee's two (2) year licensure period.
- B. Educational leave will be used at the employee's discretion with release subject to operational needs and reasonable advance notice.
- C. The intent of educational leave is to earn the necessary Board of Registered Nursing approved Continuing Education Units (CEU's) required to maintain the employee's license as a registered nurse. Written evidence of CEU completion may be required by management.
- D. If a Unit 17 employee's request for educational leave had been denied twice in a fiscal year due to unanticipated operational needs, the employee's paid educational leave shall be granted the third time, if verification of requirement of the CEU's for license renewal is provided.

### **8.28.20 Continuing Education Leave (Unit 20)**

- A. Employees in classifications listed below will be entitled to educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training courses for which Continuing Education Units (CEU) credit is provided may be counted towards the hours of education leave. In-service training courses provided must be accepted by the appropriate licensing body in order to be counted as the State's option towards the hours of education leave. This leave is non-cumulative.

CLASS CODE	CLASS TITLE	HOURS PER RENEWAL PERIOD
8249	Licensed Vocational Nurse	30 hours (every 2 years)
8219	Licensed Vocational Nurse, DSH & DDS	30 hours (every 2 years)
8274	Licensed Vocational Nurse (Safety)	30 hours (every 2 years)

8257	Licensed Vocational Nurse, CF	30 hours (every 2 years)
8291	School Bus Driver	10 hours per year
8322	School Bus Driver, DSH & DDS	10 hours per year
8276	Respiratory Care Practitioner	15 hours (first renewal) 30 hours (every 2 years)
years)		
8300	Respiratory Care Practitioner, DSH and DDS	15 hours (first renewal) 30 hours (every 2 years)
years)		
9316	Respiratory Care Practitioner, CF	15 hours (first renewal) 30 hours (every 2 years)
years)		
9307	Hospital Aid, CF	48 hours (every 2 years)
7911	Dental Assistant *	25 hours (every 2 years)
7656	Dental Assistant, DSH and DDS	25 hours (every 2 years)
7914	Dental Assistant (Safety)*	25 hours (every 2 years)
9296	Dental Assistant, CF*	25 hours (every 2 years)
8128	Dental Hygienist	25 hours (every 2 years)
9298	Dental Hygienist, CF	25 hours (every 2 years)
8131	Dental Hygienist (Safety)	25 hours (every 2 years)
8432	Dental Hygienist Auditor	25 hours (every 2 years)
8387	Dental Hygienist Consultant	25 hours (every 2 years)
7928	Clinical Laboratory Technologist	24 hours (every 2 years)
9293	Clinical Laboratory Technologist, CF	24 hours (every 2 years)
9301	Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7925	Senior Clinical Laboratory Technologist	24 hours (every 2 years)
9348	Senior Clinical Laboratory Technologist, CF	24 hours (every 2 years)
7926	Senior Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7989	Radiologic Technologist	24 hours (every 2 years)
9315	Radiologic Technologist, CF	24 hours (every 2 years)
7992	Radiologic Technologist (Safety)	24 hours (every 2 years)
7987	Senior Radiologic Technologist (Specialist)	24 hours (every 2 years)
9350	Senior Radiologic Technologist, CF (Specialist)	24 hours (every 2 years)
7995	Senior Radiologic Technologist, (Specialist-Safety)	24 hours (every 2 years)
9820	Support Service Assistant (Interpreter)(RID Certified)	80 hours (every 4 years)
8185	Certified Nursing Assistant	48 hours (every 2 years)
8182	Certified Nursing Assistant, CF	48 hours (every 2 years)
8292	Occupational Therapy Assistant	12 hours (every 2 years)
8290	Occupational Therapy Assistant (Safety)	12 hours (every 2 years)
2169	Dietetic Technician	50 hours (every 5 years)
2175	Dietetic Technician, Safety	50 hours (every 5 years)
8272	Physical Therapy Assistant	30 hours (every 2 years)
9671	Transportation Coordinator, Special Schools	10 hours per year
7374	Medical Assistant	60 hours (every 5 years)

\*Eligible employees must obtain and maintain the employee's Registered Dental Assistant (RDA) Certification from the State Department of Consumer Affairs (DCA).

- B. This section shall be modified during the life of this Contract to reflect changes in licensing and certification requirements when made by the appropriate licensing authority. Any such change shall be incorporated into this Contract.
- C. If an employee's request for Educational Leave had been denied twice in a fiscal year due to unanticipated operational needs, the employee's paid Educational Leave shall be granted



the third time, if verification of requirement of the CEUs for license renewal is provided.

### **8.28.21 Educational Leave (Unit 21)**

- A. The department head or designee may approve the use of accumulated educational leave credits to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals or missions. It may also be used for the purpose of completing an employee's individual Bachelor's, Credential, Master's or Doctorate program. Educational leave may also be used to attend workshops and seminars for career and professional development in subjects related to the employee's work assignment, achievement of departmental goals, and/or professional growth as a state employee.
- B. Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.
- C. The department head or designee may limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
- D. Eligible employees must have a State civil service appointment of half ( $\frac{1}{2}$ ) time or more and must complete at least one (1) year of continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.
- E. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month for full-time employees and on a pro rata basis for part-time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Times Bases. Portions of months of service shall not be counted or accumulated.

Time Base	Hours of Monthly Vacation Leave							Hours of Monthly Annual Leave					Hours of Monthly Educational Leave	Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit
	7	10	11	12	13	14	15	11	14	16	17	18		
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	2.20	2.80	3.20	3.40	3.60	N/A	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	4.40	5.60	6.40	6.80	7.20	N/A	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	6.60	8.40	9.60	10.20	10.80	6.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	8.80	11.20	12.80	13.60	14.40	8.00	6.40
1/8	.88	1.25	1.38	1.50	1.63	1.75	1.88	1.38	1.75	2.00	2.13	2.25	N/A	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.75	3.50	4.00	4.25	4.50	N/A	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	4.13	5.25	6.00	6.38	6.75	N/A	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	5.50	7.00	8.00	8.50	9.00	5.00	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	6.88	8.75	10.00	10.63	11.25	6.25	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	8.25	10.50	12.00	12.75	13.50	7.50	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	9.63	12.25	14.00	14.88	15.75	8.75	7.00

Time Base	Hours of Monthly Vacation Leave							Hours of Monthly Annual Leave					Hours of Monthly Educational Leave	Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit
	7	10	11	12	13	14	15	11	14	16	17	18		
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	1.10	1.40	1.60	1.70	1.80	N/A	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	3.30	4.20	4.80	5.10	5.40	N/A	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	7.70	9.80	11.20	11.90	12.60	7.00	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	9.90	12.60	14.40	15.30	16.20	9.00	7.20

- F. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
- G. When an employee is granted time off for educational leave, such time off shall be deducted from the employee's educational leave balance. Notwithstanding the Work Week Group (WWG) E

provisions in Article 19.19.21 of this Agreement, educational leave may be charged on a part-time basis in one (1) hour increments.

H. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for annual leave, vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.

I. An eligible employee who is appointed without a break in State service to a position ineligible to earn educational leave credits shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position. Employees who do not return to an eligible position shall, upon retirement, be eligible to convert any previously unused educational leave credits as provided in Government Code section 20963.1.

J. An eligible employee who separates from State service and returns to an eligible position in less than six (6) months shall be credited with any previously unused educational leave credit and shall commence to accrue and use educational leave on the first of the pay period following completion of one (1) month of qualifying service. Eligible employees who separate from State service and return within six (6) months to a non-eligible position shall lose any unused portion of previously accrued educational leave unless the employee returns to an eligible position within six (6) months of the date of separation.

K. An eligible employee who separates from State service for six (6) months or longer loses any unused portion of previously accrued educational leave.

L. Requests under this section shall not be unreasonably denied. A denial of educational leave, along with the reason for the denial, shall be given to the employee within fifteen (15) days of the request, and may be appealed to Step 3, CalHR, under the grievance procedure, which shall be the final level of appeal.

M. An employee returning from educational leave shall have the right to return to the employee's former position. The term "former position" is defined in Government Code section 18522.

1. BU 21 classifications Eligible to Receive Educational Leave

CLASS CODE	SCHEM CODE	CLASS TITLE	2718	FG66	American Indian
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					Education Assistant
2719	FG65	American Indian Education Consultant			
2750	FG83	Bilingual/Migrant Education Assistant			
2758	FG80	Bilingual/Migrant Education Consultant (Retitled 10/6/87 from Bilingual/Bicultural Education Consultant)			
2715	EQ61	Career-Vocational Education Assistant			
2722	EQ58	Career-Vocational Education Consultant (Revised 10/4/94 from Vocational Education Consultant)			
2513	EN50	Agricultural Education Consultant			
2517	EN90	Business Education Consultant			
2514	EO20	Health Careers Education Consultant			

2520	EO50	Home Economics Education Consultant (Retitled from Homemaking Education Consultant 10/4/94)
2524	EO90	Industrial and Technology Education Consultant (Retitled from Industrial Education Consultant 10/4/94)
2837	FB65	Child Development Assistant
2834	FB64	Child Development Consultant
2616	EU20	Consultant in Mathematics Education
2769	FG30	Consultant in Physical Education
2774	FG60	Consultant in Pupil Personnel Services
2620	EQ70	Vocational Education, Gender Equity Consultant
2655	ER95	Education Programs Assistant

2656	ER90	Education Programs Consultant (Retitled from Education Administration Consultant 7/29/86)	
2589	ER76	Assistant Field Representative, School Administration	
2573	ER80	Field Representative, School Administration (Specialist)	

CLASS CODE	SCHEM CODE	CLASS TITLE	2260	FG45	Nutrition Education Assistant (Retitled from Nutrition Education & Training Assistant 2/19/97)
2261	FG50	Nutrition Education Consultant (Retitled from Nutrition Education & Training Consultant)			

		(Nonsupervisory ) 2/19/97)	
2773	FG41	School Health Education Assistant	
2772	FG40	School Health Education Consultant	
2754	FF59	Special Education Assistant	
2764	FF60	Special Education Consultant	
*2642	EX10	Education Research and Evaluation Assistant	
*2643	EX20	Education Research and Evaluation Consultant	
*2550	EM30	Community Colleges Program Assistant (Retitled from Community Colleges Program Assistant II 5/1/22)	
*2539	EM51	Community College Specialist (Retitled from Specialist in Academic Planning &	

		Development, CCC 5/1/22)	
*2530	EM85	Specialist in Agricultural Education, CCC	
*2531	EM87	Specialist in Business Education, CCC	
*2540	EM89	Specialist in Criminal Justice Education, CCC	
*2544	EM54	Specialist in Employment & Certification, CCC	
*2535	EM93	Specialist in Health Education, CCC	
*2465	EM95	Specialist in Homemaking Education, CCC	
*2534	EM97	Specialist in Industrial Education, CCC	
2547	EM99	Specialist in Public Service Occupations, CCC	
*2617	EU70	Assistant Consultant in Teacher Preparation	
*2618	EU75	Consultant in Teacher Preparation (Examinations & Research)	
*2635	EU80	Consultant in Teacher	



		Preparation (Program Evaluation & Research)	
*2566	EL68	Associate in Postsecondary Education Studies (Class established with Ranges A & B and positions reallocated from Postsecondary Education Specialist I and II on 11/14/89)	
*2506	EL70	Senior Associate in Postsecondary Education Studies (Retitled from Postsecondary Education Specialist III 11/14/89)	
**2958	FM65	Library Programs Consultant	
**8250	TN20	Nursing Education Consultant	
**2742	EK10	Private Postsecondary Education Specialist	
**2743	EK20	Private Postsecondary Education	

		Senior Specialist	
**2560	EM71	Specialist in Library Planning & Development, CA Community Colleges	

\* Eligible only after 1/1/1988

\*\* Eligible only after 1/1/2002

b. Abolished Unit 21 Classes Eligible For Education Leave Credit

CLASS CODE	SCHEM CODE	CLASS TITLE	2634	EW20	Consultant in Intergroup Relations (abolished 11/05)
2730	FD30	Adult Education Assistant I			
2731	FD25	Adult Education Assistant II			
2732	FD20	Adult Education Consultant			
2588	ER74	Assistant Field Representative I, School Administration			
2589	ER76	Assistant Field Representative II, School Administration (Specialist)			
2765	FG90	Bilingual/Bicultural Education Assistant I			

2759	FG85	Bilingual/Bicultural Education Assistant II
2832	FB68	Child Development Assistant I
2833	FB66	Child Development Assistant II
2549	EM25	Community Colleges Program Assistant I
2770	FH86	Compensatory Education Assistant I
2776	FH88	Compensatory Education Assistant II
2782	FH90	Compensatory Education Consultant (On Footnote 24)
2701	FA60	Consultant in Gifted & Talented Education
2705	FB15	Consultant in Reading
2767	FG35	Consultant in School Nursing & Health Services
2622	EU60	Consultant in Traffic Safety Education
2594	ES60	Textbook Consultant
2608	FB50	Early Childhood Education Assistant I

2610	FB40	Early Childhood Education Assistant II	
2607	FB30	Early Childhood Education Consultant	
2662	ER96	Education Administration Assistant I	
2663	ER93	Education Administration Assistant II	
2483	EK86	Education Program Planning & Development Assistant	
2484	EK87	Education Program Planning & Development Consultant	
2793	FI17	Migrant Education Assistant I	
2798	FI15	Migrant Education Assistant II	
2783	FI10	Migrant Education Consultant	
2612	ES98	School Approvals Assistant I	
2613	ES95	School Approvals Assistant II	
2609	ES90	School Approvals Consultant	
2747	FG38	School Health Education Assistant I	
2748	FG39	School Health Education Assistant II	

2692	EZ15	Secondary Education Assistant II	
2686	EZ20	Secondary Education Consultant	
2694	EZ30	Secondary Education Administrator I (Non-supervisory)	
2761	FF40	Special Education Assistant I	
2762	FF50	Special Education Assistant II	
2508	EM70	Specialist in Facilities Planning & Utilization, CCC	
2525	EM82	Specialist in Fiscal Planning & Administration, CCC	

CLASS CODE	SCHEM CODE	CLASS TITLE	2458	EM91	Specialist in General Vocational Education, CCC
2551	EM55	Specialist in Information Systems & Analysis, CCC			
2565	EM63	Specialist in Student Services Planning &			

		Development, CCC	
2583	EQ60	Vocational Education Assistant I	
2721	EQ59	Vocational Education Assistant II	
6976	QU10	Maritime Vocational Instructor I	
6978	QU20	Maritime Vocational Instructor II	
6979	QU30	Maritime Vocational Instructor III	

**8.29.17 Non-Paid Educational or Research Leave (Unit 17)**

- A. Upon written request, the State may grant up to a one (1) year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee’s nursing skills, or to conduct or participate in a research project.
- B. An education or research leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) work days prior to the effective date of the revocation. An education or research leave may be terminated by the employee with the approval of the department head or designee.

**8.29.20 INTENTIONALLY EXCLUDED**

### **8.30.20 Family Crisis Leave Bank, State Special Schools (Unit 20)**

Effective July 1, 2002 and each fiscal year thereafter, the Department of Education (CDE) shall establish a Family Illness Leave Bank consisting of two hundred ten (210) hours of leave for use by employees in Bargaining Unit 20. Unused Family Illness Leave Bank hours shall return to the department on the last day of the fiscal year.

Use of Family Illness Leave shall be with the approval of the appointing authority and in accordance with the departmental policies (i.e. Catastrophic Leave). Requests for Family Illness Leave shall be limited to twenty-four (24) hours per application. Family Illness Leave shall be available only after the employee's leave credits have been exhausted.

The provisions of this section shall not be subject to the grievance procedure of this Memorandum of understanding.

### **8.31.21 Personal Leave Program: 1992 and 2003 (Unit 21)**

- A. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees shall not be required to use personal leave credits.
- B. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the DOF, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal

leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by federal and state law.

- C. 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 Contract.
- D. An employee may request, due to personal hardship, all or a portion of unused personal leave credits to be cashed out at the employee's salary rate at the time the personal leave payment is made. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation leave. Cash-out or lump-sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

### **8.32 Personal Leave Program (PLP) 2010, 2012, and 2020**

- A. PLP 2010, PLP 2012, and PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave and personal necessity leave. Requests to use PLP 2010, PLP 2012, and PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave and personal necessity leave. PLP 2010, PLP 2012, and PLP 2020 shall not be included in the calculation of vacation/annual leave balances pursuant to section 8.1.
- B. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.
- C. PLP 2010, 2012, and 2020 may be cashed out upon separation from state service.

### **8.33 Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1)**

Section 230.1 of the Labor Code specifies that employers with twenty-five (25) or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic



violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence. The provisions of this law apply to the State as an employer and to State employees.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to a provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act.

### **8.34 Organ Donation**

Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. 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 thirty (30) workdays of paid leave (Donor Leave) in any one (1) year period. Employees who donate bone marrow to another person shall be eligible for up to five (5) work days of paid leave (Donor Leave) in any one (1) year period.

B. The one (1) year period is the twelve (12) month period measured forward from the date an employee's first leave begins.

C. The one (1) year period for an organ donor is separate from the one (1) year period for bone marrow donation.

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

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

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

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

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

## **8.35 INTENTIONALLY EXCLUDED**