

ARTICLE 18 – PERMANENT INTERMITTENTS

18.1 Permanent Intermittents (PI)

- A. Except as otherwise provided in this Agreement (e.g. Article 22, Article 23, etc.), a PI position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A PI employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. SPB rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible PI employees within the classification.
- C. Each department may establish an exclusive pool of PI employees based upon operational need.
- D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours' notice of the employee's work schedule, except when the employee is called in to fill in for unscheduled absences or for unanticipated operational needs.
- E. Upon mutual agreement, a department head or designee may grant a PI employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

F. A PI employee will become eligible for leave credits in the following manner:

1. Sick Leave - A PI employee who has completed one hundred sixty (160) hours of paid employment will be eligible for eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the PI employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
 - a. Sick leave may be requested and taken in fifteen (15) minute increments.
 - b. A PI employee shall not be removed from scheduled work hours because the employee is on sick leave.
 - c. The administration of sick leave for PI employees shall be in accordance with Article 8, section 8.2, Sick Leave.
2. Vacation Leave - A PI employee will be eligible for a one-time vacation bonus of forty-two (42) hours of vacation credit following completion of the employee's initial nine hundred sixty (960) hours of compensated work.
3. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
 - a. Pay the PI employee in a lump-sum payment for accumulated vacation leave credits; or
 - b. By mutual agreement, schedule the PI employee for vacation leave; or
 - c. Allow the PI employee to retain the employee's vacation credits; or
 - d. Effect a combination of a, b, or c above.
 - e. A PI employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.
4. Annual Leave – A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of one hundred sixty (160) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1(C), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
 - a. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
 - b. By mutual agreement, schedule the PI employee for annual leave; or
 - c. Allow the PI employee to retain the employee's annual leave credits; or
 - d. Effect a combination of a, b, or c, above.
 - e. A PI employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.

5. Holidays –

- a. A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive the employee's hourly rate of pay for each hour worked unless the provisions of section 19.2(B) apply.

Hours on Pay Status	Holiday Compensation in
During Pay Period	Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7, section 7.1(G).
- c. A PI employee will be eligible for a Personal Holiday (PH) following the completion of the employee's initial nine hundred sixty (960) hours of compensated work. A PI employee will be eligible for a PH each July 1st thereafter and may accrue only one PH per fiscal year. A PI will receive paid time off for a PH on a pro rata basis as provided in the chart above, based upon the number of hours worked in the pay period during which the PH is taken.
6. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with Article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because the employee is on bereavement leave.
7. Jury Duty – A PI employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A PI employee shall not be removed from scheduled work hours because the employee is on jury duty. When night jury duty is required of a PI employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the PI employee's work schedule. This includes any necessary travel time.
8. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.
9. Mentoring Leave – A PI employee shall be eligible for mentoring leave in accordance with

Article 8, section 8.17, Mentoring Leave.

- G. Monthly paid PI employees shall be paid by the 15th of each month.
- H. Health/Dental/Vision Benefits – A PI employee will be eligible for these benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in these benefits within sixty (60) calendar days from the end of the qualifying control period.
- I. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.
- J. FlexElect and CoBen Cash Option Programs – PI employees in all SEIU bargaining units except 17 may participate in the FlexElect Cash Option Program for health and/or dental coverage if the employee meets the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source. Bargaining Unit 17 PI employees may participate in the CoBen Cash Option Program for health or health and dental coverage if the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source. PI Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen or FlexElect Cash Options. PI employees choosing the FlexElect or CoBen Cash Option Program must also meet all of the following criteria:
 - 1. must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which the employee is enrolling and;
 - 2. must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which the employee is enrolling and;
 - 3. must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which the employee is enrolling and;
 - 4. must have submitted the enrollment form during the FlexElect or CoBen open enrollment period or as newly eligible. This subdivision is not grievable or arbitrable.
- K. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI hours worked per week on an ongoing and weekly basis.
- L. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from the employee's PI employee position by management.
- M. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

18.2.1 EDD PI's Conversion and Ratio (Unit 1)

The ratio over a fiscal year of Employment Program Representative (EPR)/Disability Insurance Program Representatives (DIPR) permanent intermittent employees to permanent full-time employees within the EDD shall be as follows:

- A. No more than twenty percent (20%) of the EPR/DIPR in any branch of EDD shall be PI.
- B. The 20% ratio applicable to the Unemployment Insurance Branch shall be placed into abeyance through June 30, 2025.

EDD will send an annual Unemployment Insurance Branch (UIB) EPR position report including time base, tenure, and the conversion plan. The Union and the State shall meet annually to discuss the contents of this report. Time base conversions will be based on UIB EPR seniority and eligibility in accordance with section 20.1.1 (B). Additional meetings regarding this report shall be convened at the request of either party.

In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.

18.3.4 Seasonal Clerk (Unit 4)

- A. The Seasonal Clerk, classification code 1120, is a non-testing, Temporary Authorization Utilization (TAU) appointment. In accordance with Government Code sections 19063 through 19063.8, priority consideration shall be given to individuals receiving public assistance under the CalWORKS program.
- B. Employees appointed to the classification of Seasonal Clerk work periodically or for a fluctuating portion of time as an hourly employee. Effective January 1, 2024, a Seasonal Clerk employee may work up to a maximum of one thousand five hundred (1,500) hours within twelve (12) consecutive months. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- C. Each department shall endeavor to provide a Seasonal Clerk employee notice of seven (7) calendar days but in no case less than seventy-two (72) hours' notice of the employee's work schedule, except when the employee is called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. The call-in/scheduling of a Seasonal Clerk employee and the hours of work an individual Seasonal Clerk employee may receive shall be applied without prejudice or personal favoritism.
- E. Seasonal Clerk work schedules will be provided to the individual and posted on a monthly basis.
- F. A department will provide the initial work schedule to Seasonal Clerks as specified in 18.3(C) above. For any future schedule changes, management will endeavor to provide notice to the Seasonal Clerk(s) before the end of the employee's work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a Seasonal Clerk notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.
- G. The following articles/sections of the Memorandum of Understanding (MOU) as the articles/sections apply to Unit 4, unless stipulated otherwise, shall also apply to Seasonal Clerks.

PREAMBLE

Article 1 – RECOGNITION

1.1 Recognition

1.2.4 Designation of Confidential Positions (Unit 4)

Article 2 – UNION REPRESENTATION RIGHTS

2.1 Union Representation

2.2 Access

2.3 Use of State Equipment

2.4 Distribution of Union Information

2.5 Use of State Facilities

- 2.6 Steward Time Off
- 2.7 Employee Time Off
- 2.8 Union Steward Protection
- 2.9 Union Information Packets
- 2.10 Orientation

Article 3 – UNION SECURITY

- 3.1 Union Security
- 3.2 Release of Home Addresses: Non-Law Enforcement Employees

Article 4 – STATE'S RIGHTS

- 4.1 State's Rights

Article 5 – GENERAL PROVISIONS

- 5.1 No Strike
- 5.2 No Lockout
- 5.3 Individual Agreements Prohibited
- 5.4 Savings Clause
- 5.5 Reprisals
- 5.6 Supersession
- 5.7 Non-Discrimination
- 5.8 Sexual Harassment
- 5.10 Labor Management Committee
- 5.11 Dignity Clause

Article 6 – GRIEVANCE AND ARBITRATION PROCEDURES

- 6.1 Purpose
- 6.2 Definitions
- 6.3 Time Limits
- 6.4 Waiver of Steps
- 6.5 Presentation
- 6.6 Informal Discussion
- 6.7 Formal Grievance – Step 1
- 6.8 Formal Grievance – Step 2
- 6.9 Formal Grievance – Step 3

- 6.10 Response
- 6.11 Formal Grievance – Step 4
- 6.12 Grievance Review
- 6.13 AWOL Hearing Back Pay
- 6.14 Mini-Arbitration Procedure

Article 7 – HOLIDAYS

(As specified in section H of Article 18.3.4)

Article 8 – LEAVES

- 8.1 Vacation/Annual Leave
- 8.2 Sick Leave
- 8.3 Bereavement Leave
- 8.6 Union Leave
- 8.10 Release Time for State Civil Service Examinations
- 8.11 Release Time for State Personnel Board Hearings
- 8.12 Leave Credits Upon Transfer in State Service
- 8.13 Court Appearance and/or Subpoenas
- 8.14 Jury Duty
- 8.16 Family Medical Leave Act (FMLA)
- 8.18 Work and Family Participation
- 8.20 Blood Donation Programs
- 8.33 Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1)

(As specified in section H (1), (2), (4), and (5), of Article 18.3)

Article 9 – HEALTH AND WELFARE

- 9.5 Employee Assistance Program (EAP)
- 9.9 Presumptive Illness
- 9.10 Employee Injury on the Job
- 9.13 Long-Term Care Insurance Plan
- 9.14 Temporarily Disabled Employees
- 9.15 Industrial Disability Leave (IDL)
- 9.16 Group Legal Service Plan

Article 10 – HEALTH AND SAFETY

- 10.1 Health and Safety Commitment
- 10.2 Health and Safety Committees
- 10.3 Occupational Hazards
- 10.4 Injury and Illness Prevention Programs (IIPP)
- 10.6 Emergency Evacuation Procedures
- 10.7 Protective Clothing
- 10.9 Safety Equipment
- 10.10 Medical Monitoring
- 10.11 Hazardous Materials
- 10.12 Employee Restroom Facilities
- 10.19 Assaultive Behavior
- 10.21 Workplace Violence and Bullying Prevention Program
- 10.22 Computer Work Stations
- 10.23 Independent Medical Examinations
- 10.27 Remodeling/Renovations and Repairs
- 10.28 Pest Control
- 10.29 Smoking Cessation
- 10.30 Health and Safety Grievances

Article 11 – SALARIES

- 11.1 Salaries
- 11.3 Salary Definitions
- 11.4 Timely Payment of Wages
- 11.7 Merit Salary Adjustments (MSA)
- 11.8 Night Shift Differential (Excludes Units 14, 15, 17 and 21)
- 11.9 Bilingual Differential Pay (Excludes Units 17 and 21)
- 11.10 Sustained Superior Accomplishment Awards
- 11.11 Union-Management Committee on State Payroll System
- 11.12 Deferred Compensation Plans and Tax Advantage Retirement Savings
- 11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
- 11.17 Recruitment and Retention Differentials (Excludes Unit 17)

Article 12 – ALLOWANCES AND REIMBURSEMENTS

- 12.1 Business and Travel Expenses

- 12.2 Moving and Relocation Expenses
- 12.3 Parking Rates
- 12.4 Commute Program
- 12.5 Transportation Incentives
- 12.9.4 Overtime Meal Allowance (Unit 4)
- 12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)
- 12.11 Uniform Replacement Allowance (Excludes Units 15 and 20)
- 12.13 Tools, Business Equipment, Materials and Supplies (Excludes Units 17 and 21)
- Article 13 – CAREER DEVELOPMENT
- 13.1 Performance and Evaluation Materials
- 13.2 Personal Performance Session (Excludes Unit 17)
- 13.3 Joint Apprenticeship Committee (Excludes Units 17 and 21)
- 13.7.4 Performance Standards (Unit 4)
- 13.35.4 Employee Recognition and Morale Program – FTB and BOE, CDTFA and OTA (Unit 4)
- Article 14 – CLASSIFICATION
- 14.1 Classification Changes
- 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process
- 14.3 Classification/Pay Data
- 14.4 Duty Statements, Post Orders, and Work Instructions (Excludes Units 17 and 21)
- 14.5 Automation and New Technology
- 14.6 Job Announcements
- 14.8 Contracting Out
- Article 17 – RETIREMENT
- 17.1 First Tier Retirement Formula (2% @ 55)
- 17.2 Second Tier Retirement Plan
- 17.3 Intentionally Excluded
- 17.4 State Safety A Retirement
- 17.5 Intentionally Excluded
- 17.6 Enhanced Industrial Retirement
- 17.7 Public Employees' Pension Reform Act (PEPRA) of 2013
- 17.8 Tax Treatment of Employer Retirement Contributions

17.10 1959 Survivor's Benefits – Fifth Level

Article 19 – HOURS OF WORK AND OVERTIME

19.2 Overtime (Excludes Units 17 and 21)

19.3 Rest Periods

19.4 Meal Periods (Excludes Units 17 and 21)

19.5 Set Up/Shut Down Time

19.11 Call Back Time

19.12 Standby Time

Article 24 – ENTIRE AGREEMENT AND DURATION

24.1 Entire Agreement

24.2 Duration

SIDE LETTERS

Side Letter 2 Domestic Partner

- H. Unless otherwise stipulated above, a Seasonal Clerk employee will become eligible for leave credits in the following manner:
1. Sick Leave - A Seasonal Clerk employee who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the Seasonal Clerk employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
 - a. Sick leave may be requested and taken in fifteen (15) minute increments.
 - b. A Seasonal Clerk employee shall not be removed from scheduled work hours because the employee is on sick leave.
 - c. The administration of sick leave for Seasonal Clerk employees shall be in accordance with Article 8, section 8.2, Sick Leave.
 2. Vacation/Annual Leave - A Seasonal Clerk employee will be eligible for vacation/annual leave credit with pay on the first day of the following qualifying monthly pay period following completion of one hundred sixty (160) hours of compensated work. Thereafter, a Seasonal Clerk employee will be eligible for vacation/annual leave credit with pay in accordance with the schedule in Article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
 - a. Pay the Seasonal Clerk employee in a lump-sum payment for accumulated vacation/annual leave credits; or
 - b. By mutual agreement, schedule the Seasonal Clerk employee for vacation/annual leave; or

- c. Allow the Seasonal Clerk employee to retain the employee's vacation/annual leave credits; or
- d. Effect a combination of a, b, or c above.
- e. A Seasonal Clerk employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.

3. Holidays –

- a. A Seasonal Clerk employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a Seasonal Clerk employee works on the holiday, the employee shall also receive the employee's hourly rate of pay for each hour worked unless the provisions of section 19.2(B) apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a Seasonal Clerk employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with section 7.1(G).
4. Bereavement Leave – A Seasonal Clerk employee may only be granted bereavement leave in accordance with Article 8, section 8.3 without pay, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A Seasonal Clerk employee shall not be removed from scheduled work hours because the employee is on bereavement leave. A Seasonal Clerk may elect to use available leave balances to receive compensation for leave time.
5. Jury Duty – A Seasonal Clerk employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A Seasonal Clerk employee shall not be removed from scheduled work hours because the employee is on jury duty. When night jury duty is required of a Seasonal Clerk employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the Seasonal Clerk employee's work schedule. This includes any necessary travel time.
6. State Disability Insurance (SDI) – Seasonal Clerk employees shall not be covered under the SDI benefit.

- I. Monthly paid Seasonal Clerk employees shall be paid by the 15th of each month.
- J. A Seasonal Clerk employee that is offered a permanent full-time or part-time job within a department shall not be denied release from the employee's Seasonal Clerk employee position by management.
- K. All remaining conditions of employment that relate to the Seasonal Clerk employee shall be administered in accordance with existing laws, rules and regulations, unless modified by this Contract.
- L. Seasonal Clerk Shift Differential
 - 1. Bargaining unit employees who regularly work shifts shall receive a night shift differential as set forth below:
 - a. Employees shall qualify for the first night shift pay differential of forty-five cents (\$.45) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
 - b. Employees shall qualify for the second night shift pay differential of fifty-five cents (\$.55) per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
 - 2. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.