

## AFSCME Local 2620

### Summary of Tentative Agreement reached on June 21, 2021

Listed Below is a complete summary of all changes to the new Collective Bargaining Agreement

#### YOUR NEGOTIATION TEAM IS RECOMMENDING A "YES" VOTE.

Article	Summary
New Article Federal Funding for Essential Worker Premium Pay	<p><b>New article to read as follows:</b></p> <p><b><u>A. It is understood by the parties that the federal stimulus enacted in March 2021, known as the American Rescue Plan Act, includes money to be provided to states for the purposes of distributing essential worker premium pay to some or all essential workers in both the private and public sector. It is further understood by the parties that federal and state guidelines will dictate the manner in which premium pay will be distributed and that income levels may be a consideration in the distribution.</u></b></p> <p><b><u>B. The parties agree that when federal and state guidelines are released regarding essential worker premium pay, the state will meet and confer with Bargaining Unit 19 to determine the impact on BU 19 members.</u></b></p>
2.1 Fair Share Fees/Dues Reduction	<p>To amend the article to read as follows:</p> <p>A. The State agrees to deduct and transmit to AFSCME all membership dues authorized on a form provided by AFSCME. <del>Effective with the beginning of the first pay period following ratification of this Agreement by the legislature and the Union, the State agrees to deduct and transmit to AFSCME Fair Share fees from State employees in Bargaining Unit 19 who do not become members of AFSCME.</del> The State and AFSCME agree that a system of Fair Share deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7 <b><u>(as it applies to membership only)</u></b> subject to the following provisions.</p> <p><del>1. The State and AFSCME agree that if a Fair Share rescission election is conducted in Bargaining Unit 19 pursuant to Government Code Section 3515.7 (d) a majority of those votes cast, rather than the majority of the members of the unit, shall determine whether the Fair Share deductions shall continue.</del></p> <p><del>1. And a copy to the State Controller's office. An employee who so withdraws his or her membership shall be subject to paying a Fair Share fee if such a fee is applicable to AFSCME.</del></p> <p><del>5. AFSCME agrees to annually notify all State employees in Bargaining Unit 19 who pay Fair Share fees of their right to demand and receive from AFSCME a return of part of that fee pursuant to Government Code Section 3515.8</del></p>
2.7 Union Rights	<p>To amend article to state:</p> <p><u>1. Requests for Union leave shall be submitted at least seven (7) days prior to the first date of leave. Requests submitted with fewer than seven (7) calendar days' notice may be</u></p>

	<p><u>considered</u>. The Union leave shall normally be requested on a State approved from <del>seven (7)</del> calendar days prior to the date of the leave.</p>
5.5 Notification	<p>To delete the following:  <del>During the term of this Agreement, the State agrees to send one copy of any second or third level grievance response to a designated AFSCME office of any grievance that is submitted by any representative other than AFSCME.</del></p>
5.7 Informal Discussion	<p>To amend the article as follows:  An employee grievance initially shall be discussed with the employee's immediate supervisor within seven (7) calendar days <b><u>after the informal discussion</u></b>, the immediate supervisor shall give <del>his/her</del> a decision or response in writing.</p>
5.8 Formal Grievance Step 1	<p>To amend the article as follows:</p> <p>A. 1. <b><u>Thirty (30)</u></b> <del>Fourteen (14)</del> calendar days after the event or circumstances occasioning the grievance, or  2. Within <b><u>fourteen (14)</u></b> <del>seven (7)</del> calendar days after receipt of the decision rendered in the informal grievance procedure.</p> <p>A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as first level of appeal. <b><u>A formal grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, prior step response and correspondence, if applicable.</u></b></p> <p>Within <b><u>thirty (30)</u></b> <del>21</del> calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance. <b><u>The Step 1 response shall include the original grievance package submitted. If the grievance was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designated AFSCME office.</u></b></p>
5.9 Formal Grievance Step 2	<p>To amend the article as follows:</p> <p>A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within <b><u>twenty-one (21)</u></b> <del>fourteen (14)</del> calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal.</p>

	<p><b><u>The appealed grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, prior step responses and correspondence, if applicable.</u></b></p> <p><b><u>B.</u></b> Within <b><u>thirty (30)</u></b> <del>twenty-one (21)</del> calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance. <b><u>The Step 2 response shall include the original grievance package submitted. If the grievance appeal was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designated AFSCME office.</u></b></p>
<p>5.10 Formal Grievance Step 3</p>	<p>To amend the article as follows:</p> <p>A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within <b><u>twenty-one (21)</u></b> <del>fourteen (14)</del> calendar days after receipt to the Director of the California Department of Human Resources or designee.</p> <p><b><u>The appealed grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, prior step responses and correspondence, if applicable.</u></b></p> <p><b><u>B.</u></b> Within <b><u>thirty (30)</u></b> <del>twenty-one (21)</del> calendar days after receipt of the appealed grievance, the Director of the California Department of Human Resources or designee shall respond in writing to the grievance. <b><u>If the grievance appeal was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designated AFSCME office.</u></b></p>
<p>5.12 Grievance Responses</p>	<p>To amend the article to read as follows:</p> <p>A. At each step of the grievance procedure, the State’s response shall be attached to the original grievance with all its attachments and delivered to the grievant(s) <b><u>at the address listed on the top of the original grievance form.</u></b> <del>Regular work station, mailbox or home address in an envelope marked “confidential”. A copy of the response shall go to the representative indicated on the grievance form at the same time.</del></p>
<p>6.11 Call/Call Back Assignment for <u>CDCR</u> Exempt Employees</p>	<p>To amend to delete the following:</p> <p>5. When on-call is scheduled <del>on a holiday,</del> the employee may request cash compensation. It is at management’s discretion whether the request is granted.</p>

	<p>F. Within 90 days of ratification of the agreement, both parties agree to meet over the Division of Juvenile Justice's On Call/Call Bask policy in accordance with this provision.</p>
<p>7.1 Adjusted Pay Ranges</p>	<p>To amend the following:</p> <ol style="list-style-type: none"> <li>1. <b><u>Effective July 1, 2021, all employees in Bargaining Unit 19 shall receive a general salary increase (GSI) of 5.06 percent. This salary increase includes 0.06 percent to account for the compounding of the following two increases:</u></b> <ul style="list-style-type: none"> <li>● <b><u>2.5 percent</u></b></li> <li>● <b><u>2.5 percent</u></b></li> </ul> </li> <li>2. <b><u>Effective July 1, 2022, all employees in Bargaining Unit 19 shall receive a general salary increase (GSI) of 2.5 percent.</u></b></li> </ol>
<p>7.2 Merit Salary Adjustments</p>	<p>To amend the following:</p> <ol style="list-style-type: none"> <li>B. <b><u>Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said request by employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.</u></b></li> </ol>
<p>7.7 Recruitment and Retention Differential- Individual Program Coordinator</p>	<p>To amend the following:</p> <ol style="list-style-type: none"> <li>A. The State shall continue to provide a recruitment and retention differential to the Department of Developmental Services for the classification listed above at the following locations:</li> </ol> <p>Porterville Developmental Center    \$500 per pay period</p> <p>Sonoma Developmental Center        \$400 per pay period</p> <p>Fairview Developmental Center       \$200 per pay period</p>
<p>7.9 Night Shift and Weekend Shift differential</p>	<p>To amend article to read as follows:</p>

- A. Bargaining Unit 19 employees who regularly work shifts shall receive a night shift pay differential as set forth below:
1. Bargaining Unit 19 employees shall qualify for the first night shift (PM shift) pay differential of eighty (80) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6:00 p.m. and 12:00 midnight. **Effective July 1, 2021, the differential rate will change to \$1.65 per hour.**
  2. Bargaining Unit 19 employees shall qualify for the second night shift (NOC shift) pay differential of one (1) dollar per hour where four (4) or more hours of the regularly scheduled work shift falls between 12:00 midnight and 6:00 a.m. **Effective July 1, 2021, the differential rate will change to \$2.00 per hour.**
- B. For Rehabilitation Therapists in the Departments of Developmental Services and State Hospitals; shift differentials will be paid as follows:
1. Bargaining Unit 19 employees whose regularly scheduled shift requires them to work four (4) or more hours between the hours of 4 p.m. and 12 midnight will be paid eighty (80) cents per hour for all hours worked. **Effective July 1, 2021, the differential rate will change to \$1.65 per hour.**
  2. Bargaining Unit 19 employees whose regularly scheduled shift requires them to work four (4) or more hours between the hours of 12 midnight and 6 a.m. will be paid one (1) dollar per hour for all hours worked. **Effective July 1, 2021, the differential rate will change to \$2.00 per hour.**
- C. Bargaining Unit 19 employees who work four (4) or more hours of a scheduled shift on either a Saturday or a Sunday shall receive an additional sixty-five (65) cents pay differential per hour for their scheduled weekend work. **Effective July 1, 2021, the differential rate will change to \$1.35 per hour.**

7.10  
Bilingual Differential Pay

To amend article to read as follows:

	<p>B. Rate</p> <ol style="list-style-type: none"> <li>1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$100 per monthly pay period, including holidays. <b><u>Effective July 1, 2021, the differential rate will increase to \$200 per monthly pay period, including holidays.</u></b></li> </ol> <ul style="list-style-type: none"> <li>● An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 per hour. <b><u>Effective July 1, 2021, the differential rate will change to \$1.15 per hour.</u></b></li> <li>● An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day. <b><u>Effective July 1, 2021, the differential rate will change to \$9.23 per day.</u></b></li> </ul>
<p>7.18 Special Salary Adjustment</p>	<p>To amend article to read as follows:</p> <ol style="list-style-type: none"> <li>1. <b><u>Effective July 1, 2022, the following classifications will receive a onetime special salary adjustment of 8%.</u></b> <ul style="list-style-type: none"> <li>● <b><u>Adoption Specialist (Class Code 9423)</u></b></li> </ul> </li> <li>2. <b><u>Effective July 1, 2022, the following classifications will receive a onetime special salary adjustment of 2.5%.</u></b> <ul style="list-style-type: none"> <li>● <b><u>Individual Program Coordinator (9890, 9897)</u></b></li> </ul> </li> <li>3. <b><u>Effective July 1, 2022, the maximum of the salary for the classifications below shall be adjusted by increasing the maximum of the salary range by percentage identified below. Employees at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive an increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with CalHR Rules 599.682(b) and 599.687. All other employees shall retain their salary and merit salary anniversary date (MSA).</u></b> <ol style="list-style-type: none"> <li>A. <b><u>8% for the following classes:</u></b> <ul style="list-style-type: none"> <li>● <b><u>Pharmacist I (7982, 7659)</u></b></li> </ul> </li> </ol> </li> </ol>

- Physical Therapist I (8280, 9281, 8315)
- Physical Therapist II (8277)

**B. 4% for the following classes:**

- Child Nutrition Assistant (2159)
- Child Nutrition Consultant (2160)
- Public Health Nutrition Consultant (2162, 2166)
- Registered Dietitian (2167, 2172, 9279)

**C. 2.5% for the following classes:**

1. Audiologist I (8273, 8299)
2. Speech Pathologist I (8279, 8309)
3. Speech Pathologist II (8278)
4. Behavior Specialist I (9823)
5. Behavior Specialist II (9824)

**4. The State and AFSCME will establish a committee to study the following classifications and will mutually decide on appropriate special salary adjustments to become effective July 1, 2023. These special salary adjustment decisions should not interfere with the classification reviews or recommendations developed by the joint labor management committee in Article 15.15. Salary adjustments and related benefits shall not exceed 0.75% of payroll for AFSCME as of June 2020. The committee and study will focus on class definition, typical tasks, minimum qualifications of the class specification: Class Consolidation: Severity of the inequity: Recruitment and retention issues: Number of existing employees. The study will be completed no later than July 1, 2023.**

- Senior Vocational Rehabilitation Counselors (all classes)
- Licensing Program Analysts (all classes)
- Occupational Therapist (all classes)
- Rehabilitation Therapist (all classes)
- Physician Assistant

	<p>● <u>Physical Therapist I (8280, 9281, 8315)</u></p> <p>● <u>Physical Therapist II (8277)</u></p> <p><b><u>B. 4% for the following classes:</u></b></p> <ul style="list-style-type: none"> <li>● <u>Child Nutrition Assistant (2159)</u></li> <li>● <u>Child Nutrition Consultant (2160)</u></li> <li>● <u>Public Health Nutrition Consultant (2162, 2166)</u></li> <li>● <u>Registered Dietitian (2167, 2172, 9279)</u></li> </ul> <p><b><u>C. 2.5% for the following classes:</u></b></p> <ol style="list-style-type: none"> <li><u>1. Audiologist I (8273, 8299)</u></li> <li><u>2. Speech Pathologist I (8279, 8309)</u></li> <li><u>3. Speech Pathologist II (8278)</u></li> <li><u>4. Behavior Specialist I (9823)</u></li> <li><u>5. Behavior Specialist II (9824)</u></li> </ol> <p><b><u>4. The State and AFSCME will establish a committee to study the following classifications and will mutually decide on appropriate special salary adjustments to become effective July 1, 2023. These special salary adjustment decisions should not interfere with the classification reviews or recommendations developed by the joint labor management committee in Article 15.15. Salary adjustments and related benefits shall not exceed 0.75% of payroll for AFSCME as of June 2020. The committee and study will focus on class definition, typical tasks, minimum qualifications of the class specification: Class Consolidation: Severity of the inequity: Recruitment and retention issues: Number of existing employees. The study will be completed no later than July 1, 2023.</u></b></p> <ul style="list-style-type: none"> <li>● <u>Senior Vocational Rehabilitation Counselors (all classes)</u></li> <li>● <u>Licensing Program Analysts (all classes)</u></li> <li>● <u>Occupational Therapist (all classes)</u></li> <li>● <u>Rehabilitation Therapist (all classes)</u></li> <li>● <u>Physician Assistant</u></li> </ul>
<p>9.3 Annual Leave</p>	<p>To amend article to read as follows:</p> <p>I. Each department head or designee will make every effort to act on annual leave requests in a timely <b><u>manner, but no later than fifteen (15) business days from receipt of the request.</u></b></p> <p><b><u>J. Annual Leave approval shall not be contingent on a BU 19 employee being required to find coverage for their assignment and/or caseload.</u></b></p>
<p>9.4</p>	<p>To amend article to read as follows:</p>

<p>Catastrophic Leave- (Work and Family Transfer of Leave Credits)</p>	<p>A. Upon Request of an employee and upon approval of a department director or designee, leaver credits (CTO, vacation, annual leave, personal leave <b><u>program (all years)</u></b>, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental procedures under the following conditions:</p> <p>D. Transfer of annual leave, personal leave <b><u>program (all years), vacation</u></b>, CTO and holiday credits shall be allowed to cross departmental line in accordance with the policies of the receiving department. A personal holiday must be transferred in day increments pursuant to the donating employee's time base.</p>
<p>9.16 No Mandated Reduction in Work Hours</p>	<p>To delete the following:</p> <p><del>The State shall not implement a furlough program or a mandated Personal Leave Program during the first year of this agreement from July 1, 2016, to June 30, 2017. Any furlough during the second, third and fourth years of the agreement must be authorized pursuant to an act of the Legislature.</del></p>
<p>10.1 Health and Welfare</p>	<p><b><u>Changes to update language. No substantive changes.</u></b></p>
<p>11.7 Industrial Retirement</p>	<p>To amend language to read as follows:</p> <p>A. "Industrial" with respect to State miscellaneous members means death or disability resulting from an injury which is a direct consequence of a violent act perpetrated on his or her person by <del>(1)</del> a patient or client of the Department of State Hospitals (DSH), at Patton State Hospital or Atascadero State Hospital, <del>(2) an inmate at the DSH Psychiatric Program at CMF Vacaville,</del> or any other state hospital which is deemed a forensic facility if:</p>
<p>11.9 Deferred compensation</p>	<p>Update phone number to <b><u>(855) 616-4776</u></b></p>
<p>11.11 Prefunding of Post-Retirement Health Benefits</p>	<p><b><u>Changes to update language. No substantive changes.</u></b></p>
<p>12.2 Overtime Meals</p>	<p>Amend to add <b><u>CCHCS</u></b></p>
<p>12.3 Licensed Renewal Fees</p>	<p>To amend to add the following: <b><u>Mobility Evaluation Specialist</u></b></p>
<p>12.12 DSS Licensing Program Analyst Travel</p>	<p>A. <b><u>The parties agree to establish a committee to discuss concerns associated with mileage reimbursement for Licensing Program Analysts who travel on official State</u></b></p>

<p>Reimbursement Committee</p>	<p><b><u>business. The function of the Committee is to review and examine the mileage reimbursement rules and address issues of mutual concern (e.g. hours of travel vs. hours of work, method of travel) in a problem solving context.</u></b></p> <p><b><u>B. The Committee shall consist of eight (8) members, four (4) management members selected by management and four (4) union members selected by the union.</u></b></p> <p><b><u>C. All committee members shall serve on the committee without loss of compensation. The state shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meetings.</u></b></p> <p><b><u>D. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions without loss of compensation.</u></b></p> <p><b><u>E. The Committee shall meet quarterly or more often as agreed to by the Committee. Committee meetings may be cancelled or postponed at the request of either party and agreement of both. The first Committee meeting shall be scheduled within 90 days following full ratification and shall not extend beyond the term of this contract.</u></b></p> <p><b><u>F. The Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.</u></b></p>
<p>13.11 Health and Safety Grievance</p>	<p>A. Health and Safety Grievance- Step 2</p> <ol style="list-style-type: none"> <li>1. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision within five (5) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal. <b><u>The grievance package shall be complete and include all prior communications, including, but not limited to, any attachments, examples, supervisor response and other correspondence, if applicable.</u></b></li> <li>2. Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance. <b><u>The response shall include the original grievance package submitted. If the grievance was submitted by any representative other than AFSCME, a copy of the response and the grievance shall be provided to a designated AFSCME office.</u></b></li> </ol> <p>B. Health and Safety Grievance- Step 3</p> <ol style="list-style-type: none"> <li>1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within five (5) calendar days after receipt to the California Department of Human Resources (CalHR). <b><u>The grievance package shall be complete and include all prior</u></b></li> </ol>

	<p style="text-align: center;"><u>communications, including, but not limited to, any attachments, examples, supervisor response and other correspondence. if applicable.</u></p>
<p>14.2 Continuing Education</p>	<p>To amend only letter E. Reimbursement for Required Continued Education Units (CEU) to the following language:</p> <p style="margin-left: 40px;"><u>E.</u> Reimbursement for Required Continuing Education Units (CEU)</p> <p style="margin-left: 80px;"><del>Effective the first day of the pay period following ratification by the legislature and AFSCME, the</del> <b>The</b> State agrees to reimburse up to \$500 <del>annually</del> <b>per fiscal year</b> for tuition and/or fees, cost of course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure.</p>
<p>14.4 Licensing and Certification</p>	<p>To amend the article to read as follows:</p> <p style="margin-left: 40px;">A. Bargaining Unit 19 employees required to obtain a license and/or certification as a condition of employment and participate in examinations administered during the employee's regularly scheduled work hours shall have the option of using vacation, CTO, <b>PLP, furlough, holiday</b> credit or dock on the day of the scheduled examination. Current policies for requesting time off shall be followed. <b><u>BU19 employees shall submit verification of scheduled exam with time off request.</u></b></p> <p style="margin-left: 80px;">1. <del>B-</del>The <b>BU 19</b> employee will be allowed to request <b><u>the actual time off needed for travel and exam. up to their one full scheduled work day,</u></b> up to eight hours of personal <b>accrued</b> time for purposes of taking the exam. The employee's time will be restored if <del>he or she</del> <b>they pass</b> the examination <del>on the initial (first) attempt.</del> <b><u>The BU 19 employee shall submit a timesheet correction with verification of passing the examination for time restoration.</u></b></p> <p style="margin-left: 80px;">2. <del>C-</del> In the event the employee <del>does</del> is not successfully <b>pass</b> at the initial <del>(first) attempt</del> of the examination, the employee will not be eligible for restoration of time taken <b>for that day.</b></p> <p style="margin-left: 40px;">B. <del>D-</del> It is the intent of the State to work out an agreement with appropriate licensing boards to provide for timely verification of licensing renewal by Bargaining Unit 19 employees. This issue shall be referred to the Labor/Management Committee for resolution. It shall be the responsibility of each employee to ensure <b><u>they maintain</u></b> <del>that he/she maintains</del> a valid and current license. This means that it is the employee's responsibility to assure that a renewal is submitted far enough in advance so that management can be reasonably assured employees are working with a valid license. Until the State has worked out an agreement with the appropriate licensing boards to provide timely verification of appropriate license renewal, the State shall accept</p>

	<p>online verification from the licensing board, a copy of a check status report, or money order which the employee states was mailed to the appropriate licensing board.</p>
<p>15.8 Official Departmental Personnel File</p>	<p>To amend to read as follows:</p> <p>C. Where the official personnel file is in a location remote from the employee's work location, arrangements may be made to have a copy of the file sent <b>(e.g., mail, electronic, or fax)</b>, <del>which may be at the employee's expense, to a</del> location specified in writing by the employee.</p>
<p>15.9 Transfers</p>	<p><b>A. <u>Voluntary Transfer:</u></b></p> <p>1. The parties recognize the desirability of permitting a permanent employee to transfer within <b>their current</b> his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time <b>BU 19</b> employees may apply for an Employee Voluntary Transfer to a position at another location within <b>their current</b> his/her department. Current <b>department</b> employees who have applied for transfer to a vacant position in their class shall be considered before hiring a new <b>department</b> employee. In the event this consideration does not result in a successful voluntary transfer for the current employee, a written explanation of the reason(s) for the denial of the transfer request must be provided to <b>the employee</b> him/her <b>by the Human Resource Office or department designee within 30-calendar days of the employee being informed of the final decision.</b></p> <p><b>B. <u>Involuntary Transfer:</u></b></p> <p>1. An involuntary transfer which reasonably requires an employee to change <b>their</b> his/her residence may be grieved under Article 5 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the California Department of Human Resources disapproves the transfer, the employee shall be returned to <b>their</b> his/her former position; shall be paid the regular travel allowance for the period of time <b>the employee</b> he/she was away from <b>their</b> his/her original headquarters; and <b>the employees</b> his/her moving costs both from and back to the original headquarters shall be paid in accordance with the California Department of Human Resources laws and rules.</p> <p>2. An appeal of an involuntary transfer which does not reasonably require an employee to change <b>their</b> his/her residence shall not be</p>

subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

**C. Hardship Transfer**

1. **The State and AFSCME recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, such as domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.**
2. **The State shall endeavor to reassign the employee to a comparable position in the requested geographic area.**
3. **Transfers under this section shall be considered voluntary and only occurs interdepartmentally.**
4. **A department shall endeavor to provide in writing the reason(s) for the inability to grant the transfer within 30 calendar days and no later than 60 calendar days after receiving a written request.**

15.15  
Union Initiated  
Classification Discussion

To amend to read as follows:

- A. The State shall continue a Joint Labor Management Committee consisting of three (3) representatives from AFSCME and three (3) representatives from management to explore four (4) bargaining unit class specifications or specification series. AFSCME representatives on the committee shall serve without loss of compensation. ~~Section 15.15 shall be in effect on January 1, 2018:~~

15.18  
Hardship Transfer

To amend to read as follows:

Moved to 15.9

17.2  
Drug Testing of  
Commercial Driver  
License Holders

To amend to read as follows:

The California Department of Human Resources (CalHR) policy ~~in effect on November 1, 1996~~ shall cover Bargaining Unit 19 employees ~~as well.~~ The State shall notify all affected Bargaining Unit 19 employees of the application of the policy, and **where the policy is located on the CalHR website** ~~provide each with a copy of it.~~

- A. ~~The policy shall go into effect in Bargaining Unit 19 thirty (30) days after all affected Bargaining Unit 19 employees have been given a copy of it.~~

	<p>A. <del>B</del>: If an affected Fair Labor Standards Act (FLSA) covered Bargaining Unit 19 employee is held after his or her shift for a drug test, all time the employee is held shall be considered work time and shall be subject to overtime compensation in accordance with the Bargaining Unit 19 Agreement and the FLSA.</p> <p>B. <del>C</del>: If the CalHR policy is amended, the State shall notify provide a copy of it to all affected Bargaining Unit19 employees within thirty (30) days of the change.</p> <p>C. <del>D</del>: In the event of a change in the applicable laws that requires significant revision or amendment of the CalHR policy, the State shall notify AFSCME of the change, and meet with AFSCME regarding the change and the impact on Bargaining Unit 19 employees.</p>
<p>17.4 Telecommute/Telework Program</p>	<p>To amend the following:</p> <p><b><u>The State and AFSCME recognize that telework is a viable work option that can benefit employees, managers, and customers of the state of California when appropriately planned and managed.</u></b></p> <p>A. <u>Telework</u> is defined as performing work one (1) or more days per pay period away from the worksite to which the employee is normally assigned. <b><u>The telework locations and work hours shall be pre-approved pursuant to the telework policy and guidelines.</u></b> Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.</p> <p>B. <del>Where operational consideration permits, a Department</del>s shall establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, a response of the decision shall be given in writing within 30 calendar days of the request. <del>Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Statewide Telework Model Program.</del> <sup>1</sup></p> <p>C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect <b><u>until superseded and AFSCME is provided notice in accordance with Article 19.</u></b> <del>during the term of this Contract.</del> Upon the request of AFSCME, the departments will provide a copy of their formal written telework policy.</p> <p>D. <del>Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify AFSCME. Within thirty (30) calendar days of the date of such notification, AFSCME may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of telecommuting/telework program; performance or productivity expectations or standard changes; access to</del></p>

	<p><del>necessary office space in the State worksites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.</del></p> <p>E. This section of the contract shall be grievable up to the California Department of Human Resources level. ·</p>
<p>17.5 Professional Judgement</p>	<p>Amend to add:</p> <p><b><u>Within 90-days following full ratification of this agreement. CalHR and AFSCME will form a committee to discuss professional judgement issues during the term of the contract.</u></b></p>
<p>17.6 Workspace</p>	<p>To amend to read as follows:</p> <p>B. When a workspace relocation takes place at the direction of the department, the department shall endeavor to provide a minimum <del>714</del> calendar day notice. This section is not applicable in a workspace relocation related to a health and safety issue, informal and/or formal investigations, or when an employee is on a leave of absence (e.g., Military Leave, Pregnancy/Parental Leave, Long-Term Sick Leave).</p>
<p>17.9 Confidential Communication</p>	<p>Article reads as follows:</p> <p><b><u>The State and AFSCME understand and respect the importance of patient/client confidentiality.</u></b></p> <p><b><u>A. When feasible, management will make a reasonable effort to provide a space for confidential phone or in-person communication, based on building and/or office space limitations or operational restrictions.</u></b></p> <p><b><u>B. Consistent with department telework policy and procedures, employees conducting confidential work in the field may be allowed to complete said work from an approved telework or field location when feasible.</u></b></p> <p><b><u>This article is not subject to the grievance/arbitration process.</u></b></p>
<p>19.3 No Strike Clause</p>	<p>To amend article to read as follows:</p> <p>A. The State may discharge, suspend, demote or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section. <del>Violation of this Section by AFSCME shall result in termination of the State's obligation to deduct fair share fees, if applicable, from AFSCME and to remit such fees to AFSCME, as provided in Section 2.1 of this Agreement.</del></p>

20.1 Contract Term	To amend article to read as follows: Term of agreement <b><u>July 2, 2020 through July 1, 2023.</u></b>