

Summary of Tentative Agreement reached between AFSCME and the State of California

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
1.1 Recognition and Coverage	To amend the article as follows: B. Pursuant to Government Code Sections 19815.5 and 3517, AFSCME recognizes the Director of the California Department of Human Resources or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her the employees’ designee, except as otherwise specifically spelled out in the Agreement.
2.1 Dues Reduction Deduction	
2.2 Informal Discussion	To amend the article as follows: A. The State Controller’s Office (SCO) agrees to provide a list, at AFSCME expense, of all employees in Bargaining Unit 19 and their home addresses. Where an individual has requested that his/her their home address not be divulged, the agency number and reporting unit shall be provided in place of the home address. The list shall not be provided more frequently than a monthly basis.
2.8 Stewards’ Rights	To amend the article as follows: B. AFSCME shall provide a list to the State of the following: President, Vice President(s), Regional Chief Steward(s), and Occupational Chairs upon election. If any of these elected officers change during his/her their elected term the State will be notified. A written list of the Union stewards serving each work location, broken down by department, shall be furnished to the State immediately after their designation, and the Union shall notify the State promptly of any changes of such officers or stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received. AFSCME shall supply the State with a list of alternate stewards in accordance with the above. The sole function of an alternate shall be to act on behalf of a regular steward when the regular steward is on approved leave. If lists are not provided, release time will not be granted. E. Stewards shall be allowed reasonable time off for the purpose of representing employees in Bargaining Unit 19 during working hours without loss of compensation, subject to prior notification and approval by his/her their immediate supervisor
2.10 Orientation	To amend the article as follows: <u>D. Employee Communication</u> <u>1. Within 30 days of hire and every 120 days thereafter, departments shall provide bargaining unit employees’ work, home, and personal cellular telephone number and personal email address(es) on file with the employer.</u>

	<p><u>2. It is agreed that the State shall provide each employee with the opportunity to request that their home address, home telephone number, personal cellular telephone number, and personal email address(es) not be divulged to AFSCME.</u></p> <p><u>3. Employee home address, home telephone number, personal cellular telephone number, and personal email address(es) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of home address, home telephone number, personal cellular telephone number, and personal email address(es), and shall not disclose or otherwise make them available to any person, entity, or organization.</u></p> <p><u>4. The state shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code section 6206.7.</u></p> <p><u>5. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code section 6254.3.</u></p> <p><u>6. AFSCME shall receive not less than 10 days' notice in advance of an orientation except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.</u></p>
<p>5.8 Formal Grievance Step 2</p>	<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 twenty-one thirty (2130) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2. 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.</p>
<p>5.9 Formal Grievance Step 2</p>	<p>To amend the article as follows:</p> <p>A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within twenty-one thirty (2130) calendar days after receipt to the Director of the California Department of Human Resources or designee. The grievance appeal shall be submitted to CalHR electronically to Grievances@calhr.ca.gov. The appealed grievance package shall be complete and include all prior communications, including, but not limited to, grievance form, any attachments, examples, prior step responses and correspondence, if applicable.</p>
<p>6.12 Psychologist Additional Caseload (Department of State Hospitals and California Department of Corrections and</p>	<p>Management will determine when there are additional caseload needs beyond the normal Psychologist caseload. In such cases, management may authorize the Psychologist to work additional hours to work the additional caseload. Effective the first day of the pay period following full ratification by both parties, the Psychologist shall be compensated by cash at their base salary straight time hourly rate hour for hour for the additional caseload responsibilities. All assigned additional hours worked shall be recorded on the Psychologist's regular timesheet even if the assigned work may be at another work location</p>

Rehabilitation/Correctional Health Care Services)	<p>within the department. Approval to work an additional caseload at a different facility or institution must be approved in advance by management. Payments for additional hours worked will be processed after the close of the pay period and submission and approval of the timesheet. If the assigned/approved additional hours worked requires travel to an alternate location, reimbursement will not be provided unless the travel is required by the department. In such circumstances, reimbursement shall be in accordance with section 12.1 of the MOU. Arduous pay shall not be paid in addition to compensation allowed by this section. Payments made pursuant to this section will not be considered compensation for retirement purposes. It is recognized that Psychologists are statutorily exempted from the FLSA, the extra hours assigned pursuant to this section are in recognition of the additional caseload assignments and beyond the normal caseload. Employees shall only be eligible to be approved to work extra hours while in good standing, i.e., not serving out a formal Adverse Action, under a complaint-initiated Peer Review or has been denied their most recent MSA. This provision expires June 30, 2025. This section is not grievable or arbitrable.</p>
7.1 Adjusted Pay Ranges	<p>To amend the article as follows:</p> <ol style="list-style-type: none"> 1. Effective July 1, 20232025, all employees in Bargaining Unit 19 shall receive a general salary increase (GSI) of 3%. 2. Effective July 1, 2024, all employees in Bargaining Unit 19 shall receive a general salary increase (GSI) of 2.5%. 3. The 3% GSI increase will be retroactive to July 1, 2023. <p><u>2. Effective July 1, 2027, all BU 19 classifications will be adjusted by increasing the maximum salary range by 4% and increasing the minimum salary range by 2%. Employees at the old maximum of the classifications shall move to the new maximum of the classification. Employees not at the old maximum of the classifications shall receive a Special Salary Adjustment of 2%. Employees in these classifications shall retain their anniversary date.</u></p>
7.5 Recruitment and Retention Differential – Rehabilitation Therapists	<p>To amend the article as follows:</p> <p>8282 TP60 Consultant in Occupational Therapy for Physically Handicapped Children 8310 TR20 Industrial Therapist</p>
7.8 Recruitment and Retention Differential, California Department of Corrections & Rehabilitation (CDCR)	<p>To amend the following:</p> <p>A. Effective November 1, 2001, employees who are employed at Avenal State Prison, Ironwood, Calipatria State Prison, or Centinela State Prison, or Chuckawalla Valley State Prison, CDCR, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400.00, payable thirty (30) days following the completion of twelve (12) consecutive qualifying pay periods.</p>
7.14 Arduous Pay	<p>To amend the article as follows:</p> <p>The work must have a deadline or completion date that cannot be controlled by the employee or his/her their supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her their work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.</p>

	Time that an employee is absent during his/her their regular working hours, whether paid or unpaid, shall be taken into consideration when CalHR reviews arduous pay requests from departments.
7.18 Recruitment and Retention Differential- Individual Program Coordinator	To amend the article as follows: 7.18 Special Salary Adjustments Delete entire article
7.19 Optometrist – Convert to Monthly Pay and Special Salary Adjustment	To amend the article as follows: Effective October 1, 2023 , the first day of the pay period following ratification by both parties, Optometrist (7971) will be was converted from a daily salary range to a monthly salary range with a onetime Special Salary Adjustment of 69.46%
7.20 Recruitment and Retention Differential Audiologist I, <u>Departments of Mental Health and Developmental Services</u> (8299) Department of Developmental Services, Porterville Developmental Center.	To amend the article as follows: Effective the first day of the pay period following ratification by both parties October 1, 2023 , Audiologist I, <u>Departments of Mental Health and Developmental Services</u> (8299) at Porterville Developmental Center shall receive a monthly differential of \$1000.
7.22 Recruitment and Retention Differential Psychologist series (9831, 9839, 9873) Department of Developmental Services, Porterville Developmental Center.	To amend the article as follows: Effective the first day of the pay period following ratification by both parties October 1, 2023 , Psychologist and Senior Psychologist <u>(Health Facility) (Specialist)</u> (9831 and 9839) at Porterville Developmental Center shall receive a monthly differential of \$1000. Licensed Psychologist <u>(Health Facility-Clinical-Safety)</u> (9873, Range V) at Porterville Development Center shall receive a monthly differential of \$1,000. Effective the first day of the pay period following ratification by both parties October 1, 2023 , Unlicensed Psychologist <u>(Health Facility-Clinical-Safety)</u> (9873, Range U) at Porterville Developmental Center shall receive a monthly differential of \$800.
7.23 7.23 Recruitment and Retention Differential Registered Dietitian (Safety) (2172) Department of Developmental Services, Porterville Developmental Center	To amend the article as follows: Effective the first day of the pay period following ratification by both parties October 1, 2023 , Registered Dietitian (Safety) (2172) at Porterville Developmental Center shall receive a monthly differential of \$400.
9.2 Sick Leave	To amend the article as follows:

	<p>E. Wounded Warrior Sick Leave 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 military veteran with a military service-connected disability rated at thirty (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 ninety six (96) hours for the purpose of undergoing medical treatment for <u>their</u> his or her military service- Page 3 of 3 connected disability. Credit for sick leave granted under this subdivision shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use the following twelve (12) months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not <u>be</u> carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this subdivision is used for treatment of a military service-connected disability may be required pursuant to the rules adopted by the department.</p>
<p>10.3 Enhanced Non-Industrial Disability Leave Annual Leave Program</p>	<p>To amend the article as follows:</p> <p>C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days workdays. Paid leave shall not be used to cover the ten (10) work days workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75 % or 100 % at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.</p> <p>G. In accordance with the State’s “return to work” policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their fulltime work during the period of their disability, may upon the discretion of their appointing power, work those hours (in hour increments) which, when combined with the ENDI benefit, will not exceed 100 % of their regular “full pay.” This does not qualify the employee for a new disability period under € (C) of this article. The appointing power may require an employee to submit a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluation <u>of</u> the capacity of the employee to perform the work of their position.</p>
<p>11.3 First Tier Eligibility for Employees In Second Tier</p>	<p>To amend the article as follows:</p> <p>A. New employees who meet the criteria for CalPERS membership are enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, <u>they</u> he or she would remain in the First Tier plan.</p>
<p>11.4 First Tier A Retirement Formula (2% at age 55),</p>	<p>To amend the article as follows:</p>

<p>First Tier B Retirement Formula (2% at age 60) and Public Tier Retirement Formula (2% at age 62) Employee Contribution/Final Compensation</p>	<p>D. The factors for attained quarter ages, such as 52 3/4, will continue. These retirement quarter age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union (1998-1999). The quarter factors will also apply to past service that is credited under the First Tier A, First Tier B, and the PEPR A First Tier.</p> <p>F. Employee Retirement Contribution 1. As stated in Government Code s<u>Section</u> 20677.6, effective September 1, 2010, m<u>M</u>iscellaneous and i<u>I</u>ndustrial members in the First Tier retirement or the ARP subject to social security shall contribute ten percent (10%) of monthly compensation in excess of \$513 for retirement <u>and</u>.</p> <p>2. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement <u>for members not subject to social security.</u></p> <p>3. 2. As stated in Government Code section 20677.93, eEffective July 1, 2024, the employee contribution rates described in 11.4(F)(1) for M<u>M</u>iscellaneous <u>and Industrial</u> members in the First Tier retirement or the ARP subject to social security shall be adjusted to nine and one half (9.5%) of monthly compensation in excess of \$513 for retirement, <u>and</u>, the employee contribution rate described in 11.4(F)(1) for industrial members in the First Tier retirement or the ARP subject to social security shall be adjusted to nine and one half percent (9.5%) of monthly compensation in excess of \$513 for retirement. The employee contribution rate described in 11.4(F)(2) for <u>to ten and one half (10.5%) of monthly compensation in excess of \$317 for retirement for</u> miscellaneous members in the First Tier retirement or the ARP not subject to social security shall be adjusted to ten and one half (10.5%) of monthly compensation in excess of \$317 for retirement, and the employee contribution rate described in 11.4(F)(2) for industrial members in the First Tier retirement or the ARP not subject to social security shall be adjusted to ten and one half percent (10.5%) of monthly compensation in excess of \$317 for retirement.</p> <p>4. 3. Effective July 1, 2025, the employee contribution rates described in 11.4(F)(3) for m<u>M</u>iscellaneous members in the First Tier retirement or the ARP subject to social security shall be adjusted to nine percent (9.0%) of monthly compensation in excess of \$513 for retirement, and <u>to ten percent (10.0%) of monthly compensation in excess of \$317 for members the employee contribution rate not subject to social security. The employee contribution rates</u> described in 11.4(F)(3) for industrial members in the First Tier retirement or the ARP subject to social security shall remain at nine and one half percent (9.5%) of monthly compensation in excess of \$513 for retirement <u>and ten and one half percent (10.5%) of monthly compensation in excess of \$317 for retirement for members not subject to social security.</u></p> <p>The employee contribution rate described in 11.4(F)(3) for miscellaneous members in the First Tier retirement or the ARP not subject to social security shall be adjusted to ten percent (10.0%) of monthly compensation in excess of \$317 for retirement, and the employee contribution rate described in 11.4(F)(3) for industrial members in the First Tier retirement or the ARP not subject to social security shall remain at ten and one half percent (10.5%) of monthly compensation in excess of \$317 for retirement.</p>
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	<p>5. 4. Effective July 1, 20267, the employee contribution rates described in 11.4(F)(4) for Miscellaneous and Industrial members shall remain in effect unless CalPERS has determined that (a) the total normal cost rate increases or decreases by more than 1 percent from the 2025-26 fiscal year total normal cost and (b) 50 percent of the normal cost rate rounded to the nearest quarter of 1 percent is greater or less than the current employee contribution rate described in 11.4(F)(4). When CalPERS determines (a) and (b) within this section have been met, the employee contribution rates for mMiscellaneous or iIndustrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent on July 1 of the fiscal year after the determination. Each year thereafter, it shall not be adjusted again on account of a Page 4 of 4 change to the normal cost rate unless CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rates was were last adjusted. Employee contributions will continue to be a percentage of pensionable compensation in excess of \$513 for retirement if subject to social security or in excess of \$317 for retirement if not subject to social security.</p>
<p>11.5 State Safety A Retirement Formula (2.5% at age 55), State Safety B Retirement Formula (2% at age 55 up to 2.5% at age 60), and Public Employees' Pension Reform Act (PEPRA) State Safety Retirement Formula (2% at age 57)/Employee Contribution/Final Compensation</p>	<p>To amend the article as follows:</p> <p>E. Employee Retirement Contribution 1. As stated in Government Code Ssection 20677.9, effective September 1, 2010, State Safety members shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement.</p> <p>2. As stated in Government Code section 20677.94, Effective July 1, 20267, the employee contribution rates described in 11.5(E)(1) shall remain in effect unless CalPERS has determined that (a) the total normal cost rate increases or decreases by more than 1 percent from the 2025-26 fiscal year total normal cost and (b) 50 percent of the normal cost rate rounded to the nearest quarter of 1 percent is greater or less than the employee contribution rate described in 11.5(E)(1). When CalPERS determines (a) and (b) within this section have been met, the employee contribution rate for state safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent on July 1 of the fiscal year after the determination. Each year thereafter, it shall not be adjusted again on account of a change to the normal cost rate unless CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Employee contributions will continue to be a percentage of pensionable compensation in excess of \$317 for retirement.</p>
<p>11.7 Industrial Retirement</p>	<p>To amend the article 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 the member's his or her person by a patient or client of the Department of State Hospitals (DSH), at Patton State Hospital or Atascadero State Hospital, or any other state hospital which is deemed a forensic facility if:</p> <p>1. The member was performing their his or her duties within a treatment ward at the time of the injury, or 2. The member was not within a treatment ward but was acting within the</p>

	scope of their his or her employment at the hospital and is regularly and substantially as part of their his or her duties in contact with such patients or clients, and
11.8 Alternative Pre-Retirement Death Benefit	<p>To amend the article as follows:</p> <p>The State agrees to provide Bargaining Unit 19 Employees with an improved alternative preretirement death benefit in accordance with the provisions of Government Code 21547, as follows: 21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement <u>to the member in their</u> him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:</p> <p>a. To the member's surviving spouse, an amount equal to what the member would have received if <u>the member</u> he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.</p> <p>b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if <u>the member</u> he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.</p> <p>d. For the purpose of this section, "state service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency. 21547.5. For any survivor <u>receiving</u> or a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible to <u>receive</u> if <u>the member's</u> his or her death had occurred on or after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.</p>
11.10 Public Employees' Pension Reform Act of 2013 (PEPRA)	<p>To amend the article as follows:</p> <p>A. PEPRA Definition of "Pensionable Compensation" Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). The 2013 limits are \$113,700 for members subject to Social Security and \$136,440 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.</p>
11.11 Prefunding of Post-Retirement Health Benefits	<p>To amend the article as follows:</p> <p><u>B. Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3 and 22944.5, the employees' and employer's monthly contribution as described</u></p>

	<p><u>in paragraph A.3. for prefunding other post employment benefits for the 2025-26 and 2026-27 fiscal years is suspended and shall not be withheld from employees' salaries or contributed by the employer beginning on July 1, 2025, and ending on June 30, 2027. Commencing on July 1, 2027, with the goal of reestablishing a 50 percent cost sharing agreement of actuarially determined total normal costs for both employer and employees, the amount of employee and matching employer contributions required to prefund retiree healthcare shall be as follows:</u></p> <p><u>1. Beginning July 1, 2027: by 3.0 percent.</u></p> <p>B. C. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding All Bargaining Unit <u>19</u> members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining Unit 19 members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half time, do not contribute. Bargaining Unit 19 members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 19 shall begin contributing immediately, unless they are not subject, as set forth above.</p> <p>C. D. Withholding of Contributions</p> <p>Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.</p> <p>D. E. Contributions will be deposited in the designated state subaccount for purpose of providing retiree health and dental benefits to state annuitants and dependents associated with Bargaining Unit 19. As defined in Government Code within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified</p> <p>E. F. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her <u>their</u> beneficiary or survivor.</p> <p>F. G. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.</p> <p>G. H. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations</p>
11.12 Post-retirement Health and Dental Benefits Vesting	<p>To amend the article as follows:</p> <p>H. The parties agree to support any legislation necessary to incorporate these post-retirement health and dental vesting changes into Government Code Section 22874 and 22958, or any other applicable section of the Government Code.</p>
11.13	<p>To amend the article as follows:</p>

Continuing Education	<p>E. The parties agree to support any legislation necessary to facilitate and implement this provision.</p>
11.14 Retirement Compensation Status for certain Pay Differentials	<p>To amend the article to read as follows:</p> <p><u>4. Pay Differential Number 151 Recruitment and Retention Pay</u></p>
12.1 Business and Travel Expense	<p>To amend the article as follows:</p> <p>The parties agree during the term of this contract that the State shall implement the Business and Travel Expenses provisions set forth in the attached Appendix 1—12.1 Business and Travel Expenses. This implementation will allow for the planned conversion of the business and travel expense reimbursement program to one that includes adopting the federal standard meal and incidental expense rate and lodging rates established by the General Services Administration (GSA). The business and travel reimbursement program as set forth in Appendix 1—12.1 Business and Travel Expenses shall become operative as follows:</p> <p>Appendix 1—Effective upon the implementation date provided by the State to AFSCME, as determined by the State, Appendix 1—12.1 Business and Travel Expenses shall be operative and replaces the language contained below.</p> <p>During the term of this agreement, the parties agree that the State may apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 19 employees.</p> <p>The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in Section (A)(1) of this article. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service (IRS). Each State agency shall determine the necessity for and method of travel.</p> <p>A. Meals/Incidentals—Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of the actual expenses up to the agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual</p>

expense. CalHR must comply with current IRS definition of "incidentals". The IRS definition of "incidentals" includes fees and tips for porters, baggage carriers, hotel staff and staff on ships. It does not include expenses for laundry, cleaning and pressing of clothing, taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

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

Breakfast Up to \$7.00

Lunch Up to \$11.00

Dinner Up to \$23.00

Incidentals Up to \$5.00

Total \$46.00

2. Timeframes—For continuous short term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the travelers time of departure and return as follows:

a. On the fractional day of travel at the end of a trip of more than 24 hours:

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

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

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

b. On the fractional day of travel at the end of a trip of more than 24 hours:

Trips ends at or after 8 a.m. Breakfast may be claimed

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

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

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24 hour period.

c. For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am Breakfast may be claimed

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

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

No lunch or incidentals may be claimed on a trip of less than 24 hours.

B. Lodging—All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that

caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

1. Statewide, in all locations not listed in 2. below, for receipted lodging while on travel status to conduct State business shall be reimbursed up to \$90 plus applicable taxes and mandatory fees.

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

County	Lodging Rate
All Counties Except those listed below	\$90
Sacramento, Napa, Riverside	\$95
Marin	\$110
Los Angeles, Orange, Ventura, & Edwards AFB, Excluding the city of Santa Monica	\$120
San Diego, Monterey County	\$125
Alameda, San Mateo, Santa Clara	\$140
City of Santa Monica	\$150
San Francisco	\$250

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

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the longterm visitor. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than 30 days, but less than one year. Long Term-Assignments (LTA) lasting longer than 1 year may require the longterm reimbursements to be reported as a fringe benefit.

1. Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long term field assignment must meet the following criteria:

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

The permanent residence is occupied by the employees dependents, or

The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long term travel who is living at the long term location may claim either:

a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas, and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

b. Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift who remain at the job or LTA location past the Friday twelve (12) hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change CalHR policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

Employees who leave the LTA location are not entitled to the reimbursement of per diem and transportation costs if they stayed overnight elsewhere.

D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with the above. Failure to furnish lodging receipts will not limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of long-term travel above.

E. Out-of-Country Travel: For short-term out-of-country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Area, Section 925, U.S. Department of State Standardized Regulations and the meal/incidentals breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out-of-Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by CalHR.

Subsistence shall be paid in accordance with procedures prescribed by the CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

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

1. Mileage Reimbursement

a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

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

2. Private Aircraft Mileage When the employee is authorized by his/her department, reimbursement for the use of the employees privately owned aircraft on State business shall be at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.

3. Mileage to/from a common carrier When the employees use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employees vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employees headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less: if the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. Receipts. Receipts shall be submitted for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.

	<p>2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.</p> <p>3. Telephone, tax or other business charges necessary to State business of \$5.00 or less.</p> <p>4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.</p> <p>5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expenses shall not be allowed.</p> <p>H. Moving and Relocation Expenses. Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in Section 12.1, and in accordance with the existing requirements, timeframes, and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.</p> <p>I. During the term of this agreement, the State <u>shall adopt changes to the California Code of Regulations (CCR) rank-and-file- travel regulations to support the Business and Travel Expense Reimbursement Program. Until such time as the corresponding CCR rank-and-file travel regulations have been adopted</u>, agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees <u>the CCR travel regulations that apply</u> to excluded employees identified in Appendix 1 shall continue to apply to BU 19 employees. <u>The State shall provide notice on the CCR rank-and-file travel regulations that shall be updated to support the Business and Travel Expense Reimbursement Program and provide opportunity to discuss those changes.</u></p>
12.10 Chaplains'/Native American Spiritual Spiritual Leaders' Required Denominational Conventions or Gatherings	
14.6 Chaplains'/Native American Spiritual Leaders Annual Training	<p>To amend the article as follows:</p> <p>Chaplains'/Native American Spiritual Leaders <u>in all state departments</u> shall be granted state time when required to attend the state sponsored Annual Chaplains'/Native American Spiritual Leader Training.</p>
15.2 Disciplinary Representation	<p>To amend the article as follows:</p> <p>Upon request, an employee may be accompanied by an AFSCME representative at a meeting with the employee's employee's superiors held with a significant purpose to</p>

	investigate facts to support adverse action pursuant to Robinson v. State Personnel Board, the U.S. Supreme Court case in NLRB v. Weingarten, and final cases interpreting these decisions. AFSCME will provide a representative within a reasonable time, based on the circumstances of the meeting. "Adverse action" shall be defined as dismissal, demotion, reduction of pay, suspension without pay, or adverse action as defined by the State Personnel Board
15.4 Classification Changes	<p>To amend the article as follows:</p> <p>C. The State shall meet and confer, if requested, within seven (7) calendar days from the date the State Personnel Board approved the classification change, regarding only the compensation provisions of the classification.</p>
17.3 Medical Staff Memberships and By-Laws	<p>To amend the article as follows:</p> <p>A. The parties recognize the provisions of Health and Safety Code Section 1316.5 as contained in Appendix A <u>2</u> of the Agreement.</p> <p>D. The provisions of this section and Appendix A <u>2</u> shall not be grievable or arbitrable.</p>
17.5 Professional Judgement	<p>To amend the article as follows:</p> <p>In accordance with departmental policy, Chaplains/<u>Native American Spiritual Leaders</u> shall not be required to practice in any manner that violates their religious principles or jeopardizes their denominational good standing.</p>
20.1 TERM	<p>To amend the article as follows:</p> <p>A. The term of the Agreement shall be July 2, 2023 1, <u>2025</u>, and remain in full force through June 30, 2025 <u>2028</u>. However, contract language changes negotiated in this agreement, unless a different effective date is provided, shall go into effect upon ratification by both parties.</p>
Side Letter 2	<p>To amend the article as follows:</p> <p>Side Letter 2 Public Employee Communication</p> <p>The State of California and AFSCME agree to modify the existing agreement to include Government Code sections 3555.5— 3559 (Public Employee Communication), which incorporates New Employee Orientation and the expansion of employee contact information provided to American Federation of State, County and Municipal Employees.</p> <p>Employee Communication</p> <p>A. Within 30 days of hire and every 120 days thereafter, departments shall provide bargaining unit employees' work, home, and personal cellular telephone number and personal email address(es) on file with the employer.</p>

	<p>B. It is agreed that the State shall provide each employee the opportunity to request that his/her home address, home telephone number, personal cellular telephone number, and personal email address(es) not be divulged to AFSCME.</p> <p>C. Employee home address, home telephone number, personal cellular telephone number, and personal email address(es) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of home address, home telephone number, personal cellular telephone number, and personal email address(es), and shall not disclose or otherwise make them available to any person, entity, or organization.</p> <p>D. The state shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code section 6206.7.</p> <p>E. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code section 6254.3.</p> <p>F. AFSCME shall receive not less than 10 days' notice in advance of an orientation except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.</p>
Side Letter XX Return to Office	<p>To amend the article as follows:</p> <p>Side Letter XX Proposal Return to Office Suspension</p> <p>Effective upon the parties' execution of this Side Letter, for employees in Bargaining Unit 19, the State and the Union agree that the State's return-to-office requirements of Executive Order N-22- 25 will be suspended immediately and reinstituted on July 1, 2026.</p> <p>Departments shall rescind any existing Return-to-Office (RTO) notices and updated policies tied to Executive Order N-22-25 issued on or after March 3, 2025, for Bargaining Unit 19 employees. Any telework agreements for Bargaining Unit 19 employees that were altered to comply with Executive Order N-22-25 will revert to their status as of March 2, 2025.</p> <p>Nothing in this Side Letter prohibits a department from modifying Bargaining Unit 19 employees' telework agreements, as long as the department complies with the requirements of the MOU.</p> <p>This Side Letter is withdrawn should the 2025-2028 Bargaining Unit 19 MOU not be ratified by both parties.</p> <p>This Side Letter is operative through June 30, 2026. No earlier than 120 days and not later than 60 days prior to the expiration of this Side Letter, the Union and the State shall meet over the reinstitution of the Executive Order on July 1, 2026.</p> <p>This Side Letter shall be subject to the grievance and arbitration process outlined in the MOU.</p> <p>The Union shall withdraw with prejudice any and all unfair practice charges, grievances, administrative complaints, or any other claims of any kind, filed against the State of</p>

	<p>California and any of its agencies, departments, officers, agents, or employees, arising out of or relating to in any way, the State's implementation or enforcement of any telework policies or return-tooffice mandates, including but not limited to, Executive Order N-22-25, and any other associated policies or directives.</p> <p>If the July 1, 2026, reinstitution date is extended for any reason, or as a result of a fully-ratified labor agreement, during the term of this Side Letter, the parties agree to meet over that extension applying to Bargaining Unit 19 employees.</p>
<p>Sideletter XX Personal Leave Program 2025</p> <p>Contract Term</p>	<p>To amend the article as follows:</p> <p>Side Letter XX Personal Leave Program 2025</p> <p>Personal Leave Program 2025</p> <p>Effective the first day of the July 2025 pay period through the June 2027 pay period, American Federation of State, County and Municipal Employees (AFSCME) represented employees shall participate in the Personal Leave Program 2025 (PLP 2025) for five (5) hours per month in the manner outlined below.</p> <p>A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 3%.</p> <p>B. Each full-time employee shall be credited with five (5) hours of PLP 2025 on the first day of each pay period for the duration of the PLP 2025 program.</p> <p>C. Salary rates and salary ranges shall remain unchanged.</p> <p>D. Employees will be given discretion to use PLP 2025 subject to operational considerations.</p> <ol style="list-style-type: none"> 1. PLP 2025 must be used before any other leave that may be cashed out upon separation with the exception of sick leave. 2. Employees may elect to use PLP 2025 in lieu of approved sick leave. 3. PLP 2025 shall be requested and used by the employee in the same manner as vacation/annual leave. 4. Subject to the above, requests for use of PLP 2025 leave must be submitted in accordance with departmental policies on vacation/annual leave. <p>E. All leave earned under PLP 2025 must be used prior to voluntary separation. Appointing powers may schedule employees to take PLP 2025 time off to meet the intent of this section. If an employee is unable to use this leave prior to an employee's separation and the separation date cannot be extended, PLP 2025 shall be cashed out.</p>

F. Time during which an employee is excused from work because of PLP 2025 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.

G. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2025 not occurred.

H. PLP 2025 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2025 does not affect other leave accumulations, or service towards a merit salary adjustment.

I. PLP 2025 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.

J. The PLP 2025 reductions shall not affect transfer determinations between state civil service classifications.

K. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart below:

Part-time Time Base PLP 2025 Credit Hours 1/10 0.50 1/8 0.63 1/5 1.00 1/4 1.25 3/10 1.50 3/8 1.88 2/5 2.00 1/2 2.50 3/5 3.00 5/8 3.13 7/10 3.50 3/4 3.75 4/5 4.00 7/8 4.38 9/10 4.5

L. PLP 2025 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.

M. PLP 2025 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

N. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2025 for that month.

O. Seasonal and temporary employees are not subject to PLP 2025.

P. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2025 credits pursuant to the chart below:

Hours Worked During Credit Pay Period PLP 2025 0-10.9 0.00 11-30.9 0.63 31-50.9 1.25 51-70.9 1.88 71-90.9 2.50 91-110.9 3.13 111-130.9 3.75 131-150.9 4.38 151 or over 5.00

Q. Disputes regarding the denial of the use of PLP 2025 may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.

	<p>R. The 640 hour cap, as outlined in Article 9.1 Vacation (Subsection E.) and Article 9.3 (Subsection E.), shall be increased by 120 hours through the June 2027 pay period, which is the equivalent number of PLP 2025 hours employees shall receive. Effective the July 2027 pay period, the cap shall revert back to 640 hours.</p>
Side Letter XX: Regarding No Furlough	<p>To amend the article as follows:</p> <p>For the term of this MOU, July 1, 2025, through July 2, 2028, the State shall not implement a Furlough Program or additional personal leave program (PLP) of any length or duration while Bargaining Unit 19 employees are subject to the Personal Leave Program (PLP) 2025 outlined in article XX.</p>
Article XX: Geographical Pay Differential	<p>To amend the article as follows:</p> <p>A. Effective the first day of the pay period following ratification by both parties, all Bargaining Unit 19 employees, who are designated a headquarters and work whose designated worksite is located in the following counties, shall be eligible to receive a Geographical Pay Differential of working in high cost areas are eligible for a \$250 per month for each qualifying pay period as defined in CalHR Rule: ly geographical pay differential. Employees working in the following counties shall receive the monthly pay differential:</p> <ul style="list-style-type: none"> -Los Angeles -Napa -San Diego -San Francisco -Santa Barbara -Marin <p>B. Part-time and intermittent employees shall receive this differential on a pro-rata basis.</p> <p>C. This pay differential shall not be considered as compensation for purposes of retirement contributions.</p> <p>D. In the event that a worksite is relocated from the list of counties above, the pay differential shall cease at the end of the month of the relocation.</p>
Telework Stipend Program	<p>To amend the article as follows:</p> <p>The State Proposes to Delete the Telework Stipend Program, Effective July 1, 2025</p> <p>A. Eligibility Effective January 1, 2022 and payable following ratification by both parties, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:</p> <ul style="list-style-type: none"> 1. Employees identified as Remote-Centered with an approved telework agreement shall receive \$50 per month. 2. Employees identified as Office-Centered with an approved telework agreement shall receive \$25 dollars per month.

	<p>3. Incidental telework does not qualify for this stipend, The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.</p> <p>B. Payment Process</p> <p>1. This stipend shall be paid for each eligible pay period, payable the following pay period. The state shall endeavor to pay this stipend as part of the employee's regular pay warrant. The method of payment is not subject to the grievance and arbitration section of the MOU.</p> <p>2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.</p> <p>3. This payment is not subject to a qualifying pay period.</p> <p>4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.</p> <p>5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment</p> <p>6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.</p> <p>7. No receipts shall be required for the payment of this stipend.</p> <p>8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.</p> <p>9. stipend shall be administered in accordance with the provisions of this side letter and the terms of the MOU.</p> <p>C. The State agrees that in the event it grants a greater stipend amount to any other bargaining unit after this Side Letter Agreement is signed, those same amounts shall be provided to AFSCME. This provision shall sunset on June 30, 2022.</p> <p>D. The Telework Stipend is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.</p>
Appendix 1 Regarding 12.1 Business and Travel Expenses	<p>To amend the article as follows:</p> <p>The parties agree Appendix 1 12.1 Business and Travel Expenses, below, shall be operative and controlling effective upon the implementation date provided by the State to AFSCME, as determined by the State, for this section.</p>

Appendix 1 replaces the language contained within Section 12.1 Business and Travel Expenses.

During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 19 employees.

Appendix 1 - New Language for 12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing Department of Human Resources (CalHR) rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conferences/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed in accordance with the rates established in section (A)(1) of this article provided an alternate meal was purchased.

Unless otherwise specified, each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed after leveraging available remote technology such as video and/or phone conference. The State reserves the right to direct employees to use contracted or preferred providers for lodging, transportation and other travel related services.

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

-Allowable travel expenses are incurred in accordance with state policy, including any applicable travel services contracts, such as airline, rental car, or lodging contracts.

-The mode of travel to be reimbursed is in the best interest of the state.

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

A. Meals and Incidentals—Meal expenses for breakfast, lunch, dinner, and incidentals will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified below unless the State or the employing department requires that receipts be submitted. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a

satisfactory explanation, the expense shall not be allowed. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense.

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

For each full 24 hours of travel: Up to the federal standard rate for meals and incidental expenses established by the U.S. General Services Administration (GSA). On the first and last day of travel: Up to 75 percent of the federal standard rate for meals and incidental expenses established by the GSA. 2. Timeframes: For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal and incidental expense as follows:

a. For each full 24-hour day of travel: As indicated in 12.1.A.1 above.

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

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

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

-No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24)-hour period.

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

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

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

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

B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

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

For the 48 contiguous states and Washington, D.C (CONUS): Up to the applicable federal rate established by the U.S. General Services Administration (GSA) for the travel destination. For certain out of state travel (Alaska, Hawaii, U.S. Territories and Possessions): Up to the applicable federal rate established by the Department of Defense (DOD) for the travel destination. For out of country (foreign) travel: Up to the applicable federal rate established by the U.S. Department of State for the travel destination.

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

C. Long term Travel: The long term daily expense rate shall be authorized when a traveler can reasonably be expected to incur expenses in one location comparable to those arising from the use of establishments catering to longterm visitors, and when the traveler is expected to be in one location for 31 or more consecutive days. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above in 12.1 (A) and (B). Departments and traveling employees should continue to make reasonable efforts to secure lodging that is in the best interest of the state. Such lodging may include contracted or preferred providers, long-term lodging establishments, and non-hotel accommodations such as an apartment or extended stay facility. The supervisor must determine prior to the beginning of the assignment if the time away from home or headquarters area will be more than 30 days, but less than one year. Long Term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

1. Full Long term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and/or
- The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.

2. Employees who, with supervisor's approval, after completing the work shift, remain at the job or LTA location past the Friday twelve (12)-hour clock will receive up to the federal standard reimbursement rate for meals and incidental expenses established by the GSA for Friday. Those staying overnight shall not receive any additional reimbursements for meals and incidental expenses regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive up to 75 percent of the federal standard reimbursement rate for meals and incidental expenses established by the GSA. This does not change CalHR policy regarding the meals and incidentals reimbursement clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies CalHR policy regarding an employee leaving the LTA location on personal business:

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

D. Out of State Travel:

For short term out of State travel, State employees will be reimbursed for actual lodging expenses, supported by a receipt, and actual meal and incidental expenses in accordance with the rates provided above in 12.1(A) and (B).

Long term out of State travel will be reimbursed in accordance with the provisions of Long term Travel above.

E. Out of Country Travel: For short term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, in accordance with the rates provided above in 12.1(B) and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel Per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long term Out of Country travel will be reimbursed in accordance with the provisions of Long term travel above, or as determined by CalHR. Reimbursement for lodging, meals and incidentals shall be paid in accordance with procedures prescribed by CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

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

1. Mileage Reimbursement

- a. When an employee is authorized by their appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

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

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

3. Mileage to/from a common carrier of a privately owned vehicle is authorized for travel to or from a common during the period of absence, the employee may claim double the number of miles whichever is less, while the employee occupies the vehicle. Exception to normally leaves their home, or on a regularly scheduled day off, mileage may be computed from their residence.

G. Receipts: Unless otherwise specified, receipts shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.

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

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

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

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

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

I. During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 19 employees.

Pending adoption of new Rank and File Travel Regulations, the following CCR Excluded Travel Regulations are applicable to BU 19 Rank and File (see 12.1):

Section 599.615.1 Scope-Excluded Employees

Section 599.616.1 Definitions-Excluded Employees

Section 599.619 Reimbursement for Lodging, Meal and Incident Expenses-Excluded Employees

Section 599.623 Miscellaneous Meal Expenses-Excluded Employees

Section 599.624.1 Contracting for Lodging and/or Meal Expenses-Excluded Employees

Section 599.625.1 Receipts-Excluded Employees

Section 599.627.1 Special Transportation -Excluded Employees

Section 599.628.1 Transportation by Aircraft- Excluded Employees

Section 599.629.1 Railroad Transportation-Excluded Employees

Section 599.633.1 Travel Reimbursements While on Sick Leave, Vacation, Other Paid Leave, or Compensating Time Off (CTO)-Excluded Employees

Section 599.635.1 Attending Conferences, Conventions Excluded Employees

Section 599.636.1 Return of Remains of Deceased Employees-Excluded Employees

Section 599.638.1 Expense Claim Form Excluded Employees