Agreement between

State of California

and

International Union of Operation Engineers
(IUOE)

covering

BARGAINING UNIT 12
CRAFT AND MAINTENANCE

Effective

July 1, 2010 through July 1, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS
BARGAINING UNIT 12
CRAFT AND MAINTENANCE

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION 8
ARTICLE 2 - SALARIES 8
2.1 Classification Pay Plan 8
2.2 Salaries 8
2.3 Department of Water Resources Apprentice Salaries 9
2.4 Merit Salary Adjustments 9
2.5 Pay Periods 10
2.6 Timely Payment of Wages 10
2.7 Recovery of Overpayments 11
2.8 Night Shift Differential 13
2.9 Special Duty Pay 13
2.10 Alternate Range 40 14
2.11 Bilingual Differential Pay 14
2.12 Recruitment and Retention Differential 16
2.13 Recruitment and Retention Differential – DWR Dispatcher 16
2.14 Recruitment and Retention, Department of Corrections and Rehabilitation 17
2.15 Commercial Driver's License Differential 18
2.16 Special Assignment Pay 20
2.17 Agricultural Pest Control License Differential 20
2.18 Water and/or Wastewater Operator Certificate Differential 21
2.19 Certificate Incentive Program - DWR 22
2.20 META Instructor Pay 23
2.21 Fire Mission Pay 23
2.22 DWR Operational Availability Incentive Program 24
2.23 Certified Backflow Tester Differential 25
2.24 – CHP R&R 26
2.25 – Dept. of Military Crane Differential 26
2.26 - Dept. of Water Resources Crane Differential 27
ARTICLE 3 - HEALTH AND WELFARE 28

3.1 Health, Dental, Vision 28
3.2 Rural Health 31
3.3 Pre-Tax of Health/Dental Premiums Costs 31
3.4 Health and Welfare Trust Plan 31
3.5 Flexible Benefit Program 33
3.6 Employee Injury on the Job 33
3.7 Enhanced Industrial Disability Leave 34
3.8 Long-Term Care Insurance Plan 35
3.9 Non-Industrial Disability Insurance 35
3.10 Non-Industrial Disability Insurance - Annual Leave 36
3.11 Highway Maintenance Worker Life Insurance 37
ARTICLE 4 – HEALTH AND SAFETY 39
4.1 Health and Safety Committees 39
4.2 Safety Devices 40
4.3 Footwear 40
4.4 Protective Clothing 41
4.5 Restroom Facilities 41
4.6 Presumptive Illness 41
4.7 Safety Awareness Program - Caltrans 41
4.8 Safety Incentive Award Program – Caltrans and DWR 42
4.9 Department of General Services Incentive Award Program 43
4.10 Safety Incentive Award Program – Del Mar Fairgrounds 43
4.11 Personal Alarm Devices 45
4.12 Infectious Disease Control Training 46
4.13 Vehicle Inspection - District Fairs 46
ARTICLE 5 – UNION RIGHTS 46
5.1 Representatives 46
5.2 Employee Time Off 47
5.3 Access 47
5.4 Steward Protection 47
5.5 Use of State Phones/Faxes 48
5.6 Use of State Facilities 48
5.7 IUOE Information Packets 48
5.8 General Information 48

5.9 Release of Home Addresses 49
5.10 Bulletin Boards 50
5.11 Union Logos 50
ARTICLE 6 – STATE RIGHTS 51
ARTICLE 7 – HOURS OF WORK....51
7.1 Workweek....51
7.2 Excess Time....52
7.3 Flexible Work Hours 52
7.4 Change of Shift, Work Hours, Work Week 52
7.5 Rest Periods....53
7.6 Meal Periods 53
7.7 Overtime Distribution 54
7.8 Overtime Compensation 54
7.9 Immediate Response Status- CDF 55
7.10 Calls to Work/Scheduled Overtime 55
7.11 Telecommunications Technician Standby – DGS 56
7.12 Occasional Regular Day Off Trade-CDCR....61
ARTICLE 8 - HOURS OF WORK AND OVERTIME ROTATING SHIFT....62
8.1 Rotating Shift Classes 62
8.2 Rotating-Shift Employee Work Schedule (Replaces Section 7.1) 62
8.3 Vacation/Holiday Scheduling (Replaces Sections 9(H) and 10.1) 63
8.4 Overtime (Replaces Sections 7.4, 7.7, and 12.2)....63
8.5 Holidays (Replaces Article 9)....64
8.6 Shift Premium (Replaces Section 2.8) 65
8.7 Twelve Hour Shift Schedule....66
ARTICLE 9 – HOLIDAYS 67
ARTICLE 10 – LEAVES 68
10.1 Vacation Leave....68
10.2 Sick Leave....70
10.3 Annual Leave Program 71
10.4 Bereavement Leave....73
10.5 Parental Leave 74
10.6 Adoption Leave....74
10.7 Transfer of Leave Credits 75

10.8 Catastrophic Leave - Natural Disaster 76
10.9 Jury Duty 76
10.10 Union Leave 77
10.11 Mentoring Leave 78
10.12 Release Time for State Personnel Board Hearings 79
10.13 Release Time for Commercial Driver's License Examination 79
10.14 Unpaid Leave of Absence 80
10.15 Personal Leave 80
10.16 Personal Leave Program 2010 82
ARTICLE 11 – RETIREMENT 822
11.1 First Tier Retirement Formula (2% at 55) 83
11.2 First Tier Eligibility for Employees in Second Tier 82
11.3 Retirement Formula for Safety Members 85
11.4 Employer Pick-Up of Employee Retirement Contribution 86
11.5 401(K) Deferred Compensation Program 87
11.6 Alternative Pre-retirement Death Benefit 88
11.7 1959 Survivor's Benefits (fifth level) 89
11.8 Items Excluded from Compensation for Retirement Purposes 90
11.9 Feasibility Study for Long Term Disability Benefits 90
11.10 Death Benefits – CalTrans Highway Workers 90
11.11 CalPers Transparency 91
11.12 Prefunding of Postretirement Health Benefits 91
ARTICLE 12 – ALLOWANCES AND REIMBURSMENTS 92
12.1 Business and Travel Expense 92
12.2 Overtime Meal Allowance 97
12.3 Class A and Class B Commercial Driver's License Medical Examinations 98
12.4 Class A and/or Class B Driver's License Fee Reimbursement 99
12.5 Agricultural Pest Control Licenses 100
12.6 Tool Allowance 100
12.7 Uniform 102
12.8 Uniform Reimbursement - CDF 102
12.9 Uniform Reimbursement - DPR 102
12.10 Transportation Incentives 103
12.11 Moving Expenses 104

ARTICLE 13 – ORGANIZATIONAL SECURITY 104
13.1 Dues Deduction and Security 104
13.2 Agency Shop 105
ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE 106
14.1 Purpose 106
14.2 Definitions 106
14.3 Waiver of Time Limits/Steps 107
14.4 Presentation 107
14.5 Grievance and Arbitration Procedure – Department of Transportation 107
14.6 Formal Grievance - Step 1 107
14.7 Formal Grievance - Step 2 108
14.8 Formal Grievance - Step 3 108
14.9 Board of Adjustment 109
14.10 Reconsideration 110
14.11 Arbitration 110
14.12 Health and Safety Grievances 111
ARTICLE 15 – AWOL AUTOMATIC RESIGNATION 111
ARTICLE 16 - CAREER DEVELOPMENT 114
16.1 Training 114
16.2 Private Rooms 115
16.3 Joint Apprenticeship Committees 115
16.4 Release Time for State Civil Service Examinations 117
16.5 Promotional List Eligibility 117
16.6 Performance Appraisal of Permanent Employees 117
16.7 Personnel and Evaluation Materials 118
ARTICLE 17 – POST AND BID 119
17.1 Post and Bid - Local Work Locations 119
17.2 Transfer from Outside the Local Work Location 120
17.3 Apprentices 122
17.4 Mandatory Placement 122
17.5 Appeal of Involuntary Transfer 122
17.6 Post and Bid Seniority Ties 122
17.7 Reassignment 123
ARTICLE 18 – CLASSIFICATION 123

18.1 Classification Changes 123
18.2 Out of Classification Assignments 124
18.3 Work Assignments 125
18.4 Classification Study 125
ARTICLE 19 - PERMANENT INTERMITTENT APPOINTMENTS 125
19.2 Seasonal Employees 128
ARTICLE 20 - GENERAL PROVISIONS 128
20.1 No Strike 128
20.2 No Lockout 128
20.3 Reprisals 128
20.4 Individual Agreement 128
20.5 Reducing the Adverse Effects of Layoff 129
20.6 Military Installations 129
20.7 State Owned Housing Rental and Utility Rates 129
20.8 Non-discrimination 130
20.9 Legal Services Plan 130
ARTICLE 21 – SUPERSESSION 130
ARTICLE 22- ENTIRE AGREEMENT AND SAVINGS CLAUSE 136
22.1 Entire Agreement 136
22.2 Savings Clause 1377
ARTICLE 23 – DURATION 1377
23.1 Continuous Appropriation 137
SIDE LETTER, ADDENDUMS & ATTACHMENTS 138
Sideletter 1 - Work Zone Safety – CALTRANS 138
ADDENDUM 1 - Work Locations 139
ADDENDUM 2 - Holiday Compensation Chart 143
ADDENDUM 3 – Reassignment/Transfer Request 144
SALARY SCHEDULE 145
SIGNATURE PAGE ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE 1 – RECOGNITION

A. This Memorandum of Understanding, hereinafter "MOU" or "Agreement", is entered into by the State of California, hereinafter the "State" or the "State employer", and the International Union of Operating Engineers (IUOE, Craft Maintenance Division, State of California Locals 3, 12, 39 and 501, AFL-CIO), hereinafter "IUOE", pursuant to the Dills Act, Government Code section 3517. The term "MOU" or "Agreement" as used herein means a written agreement provided under section 3517.5 of the Government Code.

B. Pursuant to the Dills Act and PERB certification S-D-133-S, the State recognizes IUOE (Locals 3, 12, 39 and 501) as the exclusive representative of all employees in the Crafts and Maintenance Unit, Unit 12 (hereinafter "Unit" or "bargaining unit"). Pursuant to the Dills Act, IUOE (Locals 3, 12, 39 and 501) recognizes the Director of the Department of Personnel Administration, hereinafter "DPA", or his/her designee, as the negotiating representative for the State. IUOE shall negotiate exclusively with the Director or his/her designee within DPA where the matter involves more than one department, except as otherwise agreed upon by the DPA and IUOE.

   Nothing herein precludes the DPA from delegating negotiations to an individual department when an issue affects an individual department. When negotiations are delegated, DPA will delegate authority consistent with DPA's usual and customary practice, to the Department's Labor Relations Office. The delegated negotiations will be conducted at a single bargaining table.

   DPA will not delegate negotiations to an individual department where the issue has Statewide impact in the department unless DPA and IUOE agree otherwise.

ARTICLE 2 - SALARIES

2.1 Classification Pay Plan

For purposes of this agreement, the classification pay plan shall be administered in accordance with DPA regulations 599.666.2 through 599.795.1.

2.2 Salaries

Effective January 1, 2012, all classes shall be adjusted by increasing the maximum of the salary range by 5 percent.

Employees who have been at the old maximum salary range for a minimum of twelve (12) qualifying pay periods shall receive a 5 percent 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 DPA Rule 599.682(b) and 599.687.

All other employees shall retain their salary and merit salary anniversary date (MSA).

2.3 Department of Water Resources Apprentice Salaries

The salary of the Civil Maintenance Apprentice (Class Code 6267, Schematic Code PD 65) shall be based upon the first step of the Utility Craft Worker, DWR, in accordance with the following schedule:

Range A	65 Percent
Range B	67.5 Percent
Range C	70 Percent
Range D	75 Percent
Range E	80 Percent
Range F	90 Percent

The salary of the Hydroelectric Operator, Mechanic and Electrician Apprentices shall be based upon the first step of the appropriate journey level classification in accordance with the following schedule:

Hydroelectric Plant Operator Apprentice (Class Code 6469, Schematic Code PM 35)

Range A	55 Percent
Range B	57.5 Percent
Range C	60 Percent
Range D	65 Percent
Range E	75 Percent
Range F	85 Percent

Hydroelectric Plant Mechanic Apprentice (Class Code 6458, Schematic Code PL 75) and Hydroelectric Plant Electrician Apprentice)Class Code 6457, Schematic Code PL 65)

Range A	55 Percent
Range B	57.5 Percent
Range C	60 Percent
Range D	65 Percent
Range E	70 Percent
Range F	75 Percent
Range G	80 Percent
Range H	90 Percent

2.4 Merit Salary Adjustments

Employees shall receive annual merit salary adjustments in accordance with Government Code section 19832 and applicable Department of Personnel

Administration rules.

2.5 Pay Periods

A. All employees in Unit 12 shall be paid once per month, except employees in classes or locations which are paid on a semi-monthly or bi-weekly basis in accordance with current practice.

B. The Department of Water Resources' employees who are currently being compensated on a biweekly basis shall be compensated at two (2)-week intervals no later than the second Thursday after the close of the pay period. Both IUOE and DWR recognize that, due to circumstances beyond the Department's control, paychecks for these employees may be occasionally delayed. When such a delay becomes apparent, DWR shall notify IUOE and the affected employee(s) in a reasonable amount of time prior to the scheduled payday. DWR employees compensated on a biweekly basis shall normally receive one paycheck for the pay period, which shall include all regular pay, overtime, night shift differential or rotating shift premium.

   The State and IUOE shall meet periodically with the State Controller's Office regarding the progress of the 21st Century Project in establishing alternative pay cycles for State employees.

2.6 Timely Payment of Wages

A. The State agrees to provide for all active employees, timely payment of regular wages due on pay day. In addition, following an employee's discharge, layoff, or resignation the employee shall be compensated for wages due consistent with applicable department and Controller's Office policies.

B. Effective upon ratification of this Agreement by the Legislature, when a permanent full time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

   1. When there are errors or delays in processing the payroll documents and the employee does not receive a check on pay day, a salary advance of at least 50% of salary owed (approved time) will normally be issued within three (3) work days after pay day for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.

   2. In the event that a revolving fund check is not issued within three (3) workdays as specified above, the employer will pay to the employee five percent (5%) of the employee's base pay for that pay period, for each work day beyond the three-day grace period described in (1) above.

   3. The differences between the employee's net pay and the salary advance shall not be reconciled until after the Department receives the Controller's warrant for the pay period.

C. Those employees on voluntary payroll deduction who experience extended problems receiving payroll warrants may request that an explanation be provided to payroll deduction creditor(s) by their departmental personnel office.

D. This provision does not apply to those employees who are on non-industrial disability insurance leave, industrial disability leave, or who are receiving worker's compensation payments.

E. Upon specific request of IUOE, the State will meet with IUOE regarding specific departmental issues of timely issuance of overtime payments, shift differentials, premium pay, or allowances.

F. Upon request of the Union, any State agency shall meet with IUOE to evaluate its distribution of regular salary warrants. Any alternative method of distribution shall be in accordance with State Administrative Manual sections 8580.1 and 8580.2. Any lawful alternative method of salary distribution may be discussed with IUOE.

2.7 Recovery of Overpayments

For purposes of overpayment, this agreement supersedes Government Code section 19838.

A. Late Dock

1. This section applies to employees on a negative pay system and only regular pay issued through the negative pay process. It does not apply to permanent intermittent employees. It does not apply to any positive pay, such as, but not limited to: overtime, shift differential, skill pay, etc.

2. Whenever an employee is charged with late dock as defined by the State Controller's Office (SCO) for the purpose of issuing salary through the negative payroll system, the State will issue the employee's paycheck for that pay period as if no late dock occurred. This means that:

   a. the employee will receive a regular pay check on pay day.

   b. the employee will be overpaid, since the dock time will not have been deducted from the pay check; and

   c. the employee's pay will be adjusted for any dock time occurring before the cut off date (late dock occurs on or after the cut off date established by SCO).

3. Employees who are overpaid because of operation of paragraph 2 above, will repay the State for their overpayment by an automatic payroll deduction from the first feasible pay check following the late dock procedure as detailed in paragraph 2 above. State agencies will make a good faith effort to notify each employee of overpayment and automatic payroll deduction via a standardized written notification to be attached to the employee's paycheck in which the overpayment occurs. Notwithstanding this provision, departments shall not be precluded from making the automatic payroll deduction for repayment purposes if the required notification is not received at the time of the overpayment.

4. By implementing the provisions of this agreement, departments will discontinue their practice of issuing a salary advance in lieu of a regular paycheck in order to avoid an overpayment due to a late dock.

5. Employees who separate from State service after receiving an overpayment because of operation of paragraph 2 above will have their separation pay adjusted to repay the overpayment to the State.

B. Payroll/Time Keeping Errors

1. When the State determines an overpayment has been made to an employee, other than the late dock provision in section a above, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The notification to the employee shall contain the following:

   a. detailed explanation of how the overpayment occurred;

   b. the date(s)/pay period(s) in which the overpayment occurred;

   c. a calculation showing the amount of the overpayment and adjustments for social security, medicare, and retirement;

   d. a proposed repayment plan; and

   e. timeframe in which the employee must respond to the notification fifteen (15) days.

2. Reimbursement shall be made to the State through one of the following methods mutually agreed to by the employee and the State:

   a. Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred. When overpayments have continued for more than one year, full payment may be required by the State through payroll deductions over the period of one year. Nothing precludes the employer and the employee agreeing to a longer/shorter payment plan. When an overpayment is recovered from an employee's subsequent pay check(s), the Federal and State taxes of the impacted pay check(s) will be calculated after the gross payroll deduction amount is deducted from that pay check(s).

   b. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, excess, or holiday) or compensating time off. Any errors in sick leave balances may only be adjusted with sick leave credits.

   c. Cash payment or payments through agency collection process (only at the employee's request).

   d. Absent mutual agreement on a method of reimbursement, the State shall proceed with recoupment in the manner set forth in Paragraph B2a of this section.

3. An employee who is separated from employment prior to full repayment of the amount owed shall have withheld from any money owing the employee upon separation an amount sufficient to provide full repayment. If the amount of money owing upon separation is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.

4. Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in section b3 above, shall in no event exceed 25 percent of the employee's net disposable earnings.

5. No administrative action shall be taken by the State pursuant to this section to recover an overpayment unless the action is initiated within three years from the date of overpayment.

6. In the event that a recovery action is taken to collect an overpayment that is not in compliance with 2.7B, the employer shall pay to the employee five percent (5%) of the employee's base pay for each pay period that the employer collects money from the employee in violation of this section.

2.8 Night Shift Differential

Unit 12 employees who regularly work shifts shall receive a night shift differential as set forth below:

A. Employees shall qualify for the first night shift pay differential of forty (40) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.

B. Employees shall qualify for the second night shift pay differential of fifty (50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

C. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

2.9 Special Duty Pay

A. Incumbents in Unit 12 classifications currently eligible to receive Diving Pay shall continue to receive such a differential at the rate of ten dollars ($10.00) per diving hour.

B. CalTrans employees assigned to avalanche control duties shall receive Avalanche Control Pay at the rate of six dollars ($6.00) per hour for the hours during which they actually operate artillery or avalaunchers, including while in training in those areas, for the purpose of causing controlled snow slides.

C. CalTrans employees assigned to perform duties of rock scaling, climbing, transporting of explosives, or suspended work and these duties are not included in their classification specifications may receive special duty pay at the rate of six dollars ($6.00) per hour for the hours during which they actually perform these duties. This provision also includes employees who are assigned to hold backup safety lines for climbers.

2.10 Alternate Range 40

A. The State will continue to provide Alternate Range 40 (AR-40) compensation to classes currently eligible using the following criteria:

   Range B. This range shall apply to incumbents in positions approved by the Department of Personnel Administration staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates', wards' or resident workers' time per pay period.

   Other classes may be added during the term of this Agreement only upon concurrence of the State.

B. Effective January 1, 1991, the State agrees to eliminate the AR-40 provision of this Agreement for Unit 12 employees who work at institutions for the Department of Corrections and Rehabilitation. The salary of Unit 12 employees in the Department of Corrections and Rehabilitation who are at Range A and who are eligible by classification and work location to receive Range B will be changed to Range B effective January 1, 1991.

   It is understood by the parties that Unit 12 employees in the institutions of the Department of Corrections and Rehabilitation who receive Range B pay will continue to be expected to supervise inmate/ward workers.

2.11 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive Bilingual Differential Pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

   1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using his/her bilingual skills ten percent (10%) or more of the time will be eligible whether he/she is using them in a conversational, interpretation, or translation setting. In order to receive Bilingual Differential Pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)

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

      a. A direct public contact position;

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

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

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

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

5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the Bilingual Differential Pay criteria during the entire monthly pay period would receive a maximum one hundred dollars ($100.00) per monthly pay period, including holidays.

2. A monthly employee meeting the Bilingual Differential Pay criteria less than the entire monthly pay period will receive the differential on a pro rata basis.

3. A fractional-month employee meeting the Bilingual Differential Pay criteria will receive the differential on pro rata basis.

4. An employee paid by the hour, meeting the Bilingual Differential Pay criteria will receive a differential of $.58 per hour.

5. An employee paid by the day, meeting the Bilingual Differential Pay criteria, will receive a differential of $4.61 per day.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than 10% of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the Bilingual Differential Pay on a regular basis.

D. Employees working in positions which qualify for regular Bilingual Differential Pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

E. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

F. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

G. Employees receiving regular Bilingual Differential Pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

H. The Bilingual Differential Pay should be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

2.12 Recruitment and Retention Differential

A. Permanent full-time employees in CalTrans Shops 4, 7, 8, 11 and 12 within Caltrans in the following classes will be paid at the top step of their respective salary ranges plus the monthly amount specified. This is a recruitment and retention differential which will cease being paid upon termination of the qualifying appointment.

CLASS	SHOP	AMOUNT
Heavy Equipment Mechanic	4, 7, 8, 11 & 12	$200
Equipment Material Specialist	4, 7, 8, 11 & 12	$200
Senior Equipment Material Specialist	4, 7, 8, 11 & 12	$200
CT Heavy Equipment Mechanic, Lead	4, 7, 8, 11 & 12	$200

B. Permanent full-time Heavy Equipment Mechanics (HEM) of the Department of Water Resources at Castaic, Pearblossom, Byron, and Bakersfield/Lost Hills will be paid at the top step of the HEM salary range plus two hundred dollars ($200) per month as a recruitment and retention differential.

C. The differential will cease being paid upon termination of the qualifying HEM appointment.

D. If, during the term of this Agreement, the State determines that a recruitment and retention differential is appropriate for additional locations and/or classes, the State may implement such change subject to the provisions of section 22.1 of this Agreement.

2.13 Recruitment and Retention Differential – DWR Dispatcher

A. A permanent, full-time employee in one of the following classifications may be eligible for a retention differential of up to eight thousand dollars ($8,000) upon completion of twelve (12) consecutive qualifying pay periods in one or a combination of the following classifications:

Senior Water and Power Dispatcher

Water and Power Dispatcher

B. The decision to apply this differential and its amount will be based on management's determination of the incentive necessary to retain employees. No employee will be entitled to a recruitment and retention differential more frequently than every twelve (12) months.

C. A recruitment differential up to eight thousand dollars ($8,000) may be paid to a new hire to one (1) of the above classifications, if in management's judgment it is necessary to offer such incentive in order to recruit individuals with appropriate experience.

2.14 Recruitment and Retention, Department of Corrections and Rehabilitation

A. Unit 12 employees who are employed at either Avenal, Chuckwalla, Ironwood, Centinela or Calapatria State Prison, Department of Corrections and Rehabilitation, for twelve (12) consecutive qualifying pay periods after January 1, 1989 shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars ($2,400), payable thirty (30) calendar days following the completion of every twelve (12) consecutive qualifying months. It is understood by the Union that the decision to implement or not to implement these annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that decision is not grievable or arbitrable.

B. Once an employee has begun a twelve (12) month period under the bonus, his/her participation in the program shall continue until the end of their twelve (12) month period.

C. If an employee voluntarily terminates, transfers or is discharged prior to completing twelve (12) consecutive months at the named prisons, there will be no pro rata payment for those months at either facility.

D. If an employee is mandatorily transferred by the department, he/she will be eligible for a pro rata share for those months served.

E. If an employee promotes to a different facility or department other than Avenal, Chuckwalla, Ironwood, Centinela, or Calapatria State Prisons prior to completion of the twelve (12) consecutive qualifying months, there shall be no pro rata of this recruitment and retention bonus.

F. No bonus shall be paid, including pro rata shares, prior to February 1, 1990.

G. Part-time and intermittent employees shall receive a pro rata share not to exceed two thousand four hundred dollars ($2,400) of the annual recruitment and retention differential based on the total number of hours worked excluding overtime worked during the twelve (12) consecutive qualifying months. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.

H. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

2.15 Commercial Driver's License Differential

A. Department of Transportation Commercial License.

1. Permanent full-time employees in the following classifications who are assigned to a position requiring regular operation of vehicles which require a Class A or B driver's license shall receive the following differential per month:

Classification	Amount of Differential
Caltrans Electrical Technician	$ 163
Caltrans Electrician I	$ 187
Caltrans Electrician II	$ 205
Caltrans Heavy Equipment Mechanic	$ 187
Caltrans Heavy Equipment Mechanic Leadworker	$ 201
Equipment Materiel Specialist	$ 167
Foundation Driller (Class A only)	$ 163
Heavy Equipment Bodyworker/Painter	$ 170
Heavy Equipment Electrician	$ 183
Heavy Equipment Mechanic Apprentice, Caltrans	$ 163
Lead Heavy Equipment Bodyworker/Painter	$ 178
Mechanic's Helper, Caltrans	$ 136
Senior Equipment Materials Specialist	$ 183
Tree Maintenance Worker, Caltrans	$ 159
Tree Maintenance Leadworker, Caltrans	$ 175

2. Less than full-time employees shall receive the differential on a pro rata basis, based on their reduced time base.

3. The assignment of qualified employees to operate equipment requiring a Class A or Class B commercial driver's license (CDL) is at the employer's discretion and is grievable only up to and including the Department Director.

4. Refusal to operate a commercial vehicle appropriate for the kind of CDL for which the employee is receiving a CDL differential will result in appropriate personnel action including loss of the differential.

5. Employees using a CDL are subject to drug and alcohol testing under Federal regulations. Consequently, employees in classifications that require a CDL as a minimum qualification or who receive a CDL differential for maintaining the license will be placed in the Department of Transportation random drug and alcohol testing pool.

6. The differential will not be paid to incumbents in classes in which the California State Personnel Board specification mandates possession of a CDL as part of the minimum qualifications of the class.

B. Excluding Department of Transportation employees, who are covered under paragraph 2.15, the following shall apply to Bargaining Unit 12 employees required to obtain, maintain and use a Commercial Driver's License:

1. Employees who are assigned to a position requiring regular operation of vehicles which require a Commercial Driver License (CDL) Class A or B, along with a valid medical examiner's certificate and any required endorsement(s) by the department of Motor Vehicles, and possess the appropriate valid CDL and any required endorsement(s) to perform the duties, shall receive a five percent (5%) differential. The differential shall be calculated on the maximum salary rate (Range A in the case of multiple range classes) of the employee's classification.

2. The Department will identify positions requiring a CDL. In doing so, the Department will identify the appropriate class and endorsement(s) required for the position. Assignment of employees to drive commercial vehicles shall be at the employer's discretion and is neither grievable nor arbitrable.

3. An employee whose required CDL and/or required endorsement is/are revoked or not renewed for any reason, or who is not performing commercial vehicle operation satisfactorily, may be subject to administrative transfer to a position not requiring the possession of a CDL. An employee so transferred will cease to be eligible for the five percent (5%) differential as described in ~~1.~~" above.

4. The Union recognizes that the five percent (5%) differential will not be paid to incumbents in those classes in which the California State Personnel Board specification mandates possession of a CDL as part of the minimum qualifications of the class.

5. Less than full time employees shall receive the differential on a pro rata basis consistent with hours worked in the month.

6. Employees using a CDL are subject to drug and alcohol testing under Federal regulations. Consequently, employees in classifications that require a CDL as a minimum qualification or who receive a CDL differential for maintaining the license will be placed in the State's random drug and alcohol testing pool.

7. At the discretion of the employer, and upon written notice to IUOE, additional classes or positions may be designated to receive CDL differential in conformance with all provisions of this section.

8. Notwithstanding classification specifications, employees so designated as requiring a CDL and/or endorsements, can be required to operate vehicles as deemed necessary by the employer.

2.16 Special Assignment Pay

A. Bargaining Unit 12 employees who are assigned for their full work shift to oversee the work of six (6) or more ~~"~~special programs people" will receive special assignment pay of $0.30 per hour for that shift. Employees who have worked forty (40) hours in their work week and who are then assigned to this duty will receive overtime for that day's assignment and will not receive special assignment pay for that day.

B. This special assignment pay also does not apply when supervisory or custody personnel are present for the day and the employee is present merely to provide technical assistance regarding the work to be done and is not responsible for supervision of the special programs people.

C. It is understood by the Union that the decision to assign or not to assign an employee to such duty rests solely with the Department and is grievable only up to and including the department head.

D. IUOE recognizes that volunteers may donate their time to perform needed functions in a variety of settings. Working in cooperation with such volunteers does not qualify a Unit 12 employee for special assignment pay.

2.17 Agricultural Pest Control License Differential

A. Full-time Unit 12 employees who are required to possess a Qualified Applicator's Certificate (QAC), as defined in Department of Pesticide Regulation, and possess the QAC with the appropriate outdoor category(s) to perform the duties, shall receive a monthly $50 differential while so assigned.

B. Full-time Unit 12 employees who are required to possess a Pest Control Advisor Certificate (PCAC), as defined in Department of Pesticide Regulation, and possess the PCAC with the appropriate specialty, and are registered in the county in which the duties are performed, shall receive a monthly differential of seventy-five dollars ($75).

C. Employing Departments will identify the positions requiring the certificates identified in ~~"A~~" and ~~"B~~" above. Assignment of employees to pest control duties shall be at the employer's discretion and may not be grieved or arbitrated.

D. An employee whose required certificate identified in ~~"A~~" and ~~"B~~" above is revoked or not renewed for any reason or who is not performing the required duties satisfactorily, may be subject to administrative transfer to a position not requiring the identified certificate. An employee so transferred will cease to be eligible for the differential as described above.

E. The employer will reimburse the employee for filing, examination, and renewal fees associated with obtaining the appropriate QAC provided:

   1. the employee is in a position requiring a QAC/PCAC, and

   2. the employee is authorized in advance by the immediate supervisor to take the exam or renew the certification, and

3. The employee successfully passes the required examination and is issued the certificate.

F. Employees in classes which require the QAC/PCAC as a minimum qualification are not eligible for this differential.

G. Less than full-time employees shall receive the QAC/PCAC differential on a pro rata basis.

2.18 Water and/or Wastewater Operator Certificate Differential

A. Department of Parks and Recreation full-time employees who are assigned to water and/or waste water duties requiring operator certification(s) by either the Department of Health Services or the State Water Resources Control Board, and possess the appropriate grade and type of operator certification(s) to perform the duties, shall receive a 5% differential each month as calculated at the maximum of each class.

B. Department of Water Resources employees who are assigned as part of their duties to operate a water treatment plant, shall possess and maintain all licenses/certificates of the appropriate grade and type required to operate the plant. Employees who are required to possess such licenses/certificates shall receive a 5% differential each month as calculated at the maximum of each class.

C. Positions requiring operator certification(s) identified in ~~A~~" and ~~B~~" above will be identified by the Department(s) as requiring the appropriate grade and type of water and/or wastewater systems shall be at the employer's discretion and is not grievable or arbitrable.

D. Where required to be certified as identified in ~~A~~" and ~~B~~" above by the Department(s), an employee who successfully obtains the required operator certificate(s) will be reimbursed for filing and examination fees associated with obtaining and maintaining the appropriate water and/or wastewater operator certificate(s).

E. Where required to be certified as identified in ~~A~~" and ~~B~~" above by the Department(s), and with ten (10) work days advance notice, a full-time employee shall be given a reasonable amount of time off without loss of compensation to take the appropriate water and/or wastewater operator certificate examination provided the examination is scheduled during the employee's scheduled work hours and the examination does not interfere with the operational needs of the Department.

F. An employee whose required operator certificate(s) is revoked or not renewed for any reason, or who is not performing the water and/or wastewater operations satisfactorily, may be subject to administrative transfer to a location not requiring the water and/or wastewater operator certificate(s). An employee so transferred will cease to be eligible for the differential as described above.

G. The Union recognizes that the differential will not be paid to incumbents in those classes in which the California State Personnel Board specification mandates possession of a water and/or wastewater certificate as part of the minimum qualifications of the class.

2.19 Certificate Incentive Program - DWR

A. The Department of Water Resources will implement a certificate incentive program in the Division of Management Services, Mobile Equipment Office (MEO) Shops.

B. The program is intended to encourage employees to increase their knowledge, competency and qualifications, to maintain and repair automobiles and/or medium/heavy trucks. Participation is limited to employees working at the ten (10) MEO shops.

C. An employee shall be eligible for a pay differential for each qualifying certificate/license identified by the Department, up to a maximum of one hundred fifty dollars ($150) per month total in differential pay. In order to be eligible for the differential the employee must have written verification of the certificate/license on file for the entire pay period.

D. Any fees or other costs related to obtaining or renewing the licenses or certificates are at the employee's expense. Training or examination time spent in obtaining licenses or certificates shall either be during non-working hours or while on approved personal leave, including vacation, CTO, or holiday time.

E. If a dispute arises over this section 2.19, an employee may file a grievance per section 14.6 and the decision reached by the director of DWR or designee shall be final. This section 2.20 is not subject to the grievance and arbitration procedure.

	INCENTIVE CATEGORIES	PAY DIFFERENTIALS	AUTO MECH	HEM
1.	Possession of a current valid unlimited Mechanic qualification Smog Check Certificate Issued by the State of California Department of Consumer Affairs, Bureau of Automotive Repair.	$50.00	X	X
2.	Possession of both a current valid Class A Brake Adjustment License and a current valid Class A Lamp Adjustment License issued by the State of California Department of Consumer Affairs, Bureau of Automotive Repair.	$25.00	X	X
3.	Possession of current valid certificates of proficiency in Arc Welding from a State certified welding instructor approved by the Mobile Equipment Office.	$25.00	X	X
4.	Possession of current valid certificates from the National Institute for Automotive Service Excellence (ASE), which has qualified you as an ASE Certified Master Automobile Technician.	$25.00	X	X

	INCENTIVE CATEGORIES	PAY DIFFERENTIALS	AUTO MECH	HEM
5.	Possession of current valid certificates from the National Institute for Automotive Service Excellence (ASE), which has qualified you as an ASE Certified Master Medium/Heavy Truck Technician.	$25.00		X
6.	Possession of any ten (10) current valid certificates from the National Institute for Automotive Service Excellence (ASE), from the categories of Automobile and/or Medium/Heavy Truck Technician. An employee who qualifies for either the ASE Certified Master Automobile Technician or ASE Certified Master Medium/Heavy Truck Technician shall not receive the differential under this category.	$25.00	X	X

2.20 META Instructor Pay

CalTran's employees who are assigned full-time to instructor duty at the Maintenance Equipment Training Academy (META) shall receive a monthly pay differential of $100.00 while so assigned. This differential terminates upon the employee's transfer from META or reassignment from instructor duties while at META.

2.21 Fire Mission Pay

A. Each employee in the classification of Material and Stores Specialist and Heavy Equipment Mechanic in the Department of Forestry and Fire Protection shall receive a Fire Mission pay differential of one (1) pay step and two (2) pay steps respectively when fire season is declared for the employee's ranger unit. Fire Mission pay shall be effective upon the first day for which fire season is declared in the employee's ranger unit and shall continue until fire season ends for the employee's ranger unit.

B. During the period for which the employee is receiving the Fire Mission differential he/she shall remain available on regular workdays to be called back to work on short notice if the need arises.

C. Each Ranger Unit Chief or designee may establish procedures with regard to how contact is to be made (e.g. electronic paging device, phone) and with regard to response time while on immediate response status. Employees shall be expected to respond to the phone call or page within thirty (30) minutes. Compensable time shall commence when the employee begins his/her travel to the work site or other location designated by the employer.

D. For purposes of this section, employees shall be compensated in accordance with the Overtime Compensation provision of the Unit 12 MOU if their time is restricted by the employer in order that they may be available for immediate response during off-duty hours.

2.22 DWR Operational Availability Incentive Program

A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 12 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.

   1. On January 1 of each year DWR will establish in consultation with IUOE the operational availability goals (benchmarks) for each field division to be achieved by December 15 of that year. Operational Availability goals for enumerated Bargaining Unit 12 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations and Maintenance Headquarters will be based on the goals achieved in the five (5) field divisions.

   2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice IUOE of the possible adjustment to the operational availability goals. At that time the Union may consult with DWR Management on the adjusted goals.

B. Employee Eligibility

   1. Must be an employee in a Bargaining Unit 12 classifications utilized by the Division of Operations and Maintenance;

   2. And, the Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 15 of each year;

   3. And, the employee has been assigned to that organizational unit during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;

   4. And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;

   5. And, the employee has worked in such assignment at least one full calendar month.

C. The Operational Goals may be set at two levels, Initial Operational Availability Goal, and Second Operational Availability Goal.

   1. From January 1 each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.

   2. From January 1 each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met. Division of Operations and Maintenance headquarters employees may receive up to eighty hours (80) of CTO bonus per calendar year based on the increases achieved in the five field divisions.

3. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.

4. Eligible employees shall not receive more than eighty (80) hours of Operational Availability Incentive bonus per calendar year.

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. Usage of CTO shall be in accord with section 7.8 (F) (G) of the MOU.

E. At the employer's option, for all Bargaining Unit 12, Division of Operations and Maintenance employees who are eligible for the Operational Availability Incentive bonus, Operational Availability Incentive Bonus CTO hours in excess of 40 hours on the books may be cashed out on June 30 of every fiscal year.

F. This article is not subject to Article 14 – Grievance and Arbitration.

2.23 Certified Backflow Tester Differential

A. Full-time Unit 12 employees who are required to be certified as a Certified Backflow Tester and to possess the Backflow Tester certificate as required by Department of Health Services, shall receive a monthly one hundred dollars ($100) differential.

B. Employing Departments will identify the positions requiring the certificates identified in ~~A~~" above. Assignment of employees to Backflow Testing duties shall be at the employer's discretion and may be grieved only up to the Department Director level.

C. An employee whose required certificate identified in ~~A~~" above is revoked or not renewed for any reason or who is not performing the required duties satisfactorily, may be subject to job reassignment to a position not requiring the identified certificate. An employee so transferred will cease to be eligible for the differential as described above.

D. The employer will reimburse the employee for training, filing, examination, and renewal fees associated with obtaining the appropriate Backflow Tester certificate provided:

1. the employee is in a position requiring an Backflow Tester certificate, and

2. the employee is authorized in advance by the immediate supervisor to take the exam or renew the certification, and

3. The employee successfully passes the required examination and is issued the certificate.

E. Employees in classes which require a Backflow Tester certificate as a minimum qualification are not eligible for this differential.

F. Less than full-time employees shall receive the Backflow Tester differential on a pro rata basis.

2.24 – CHP R&R

The International Union of Operating Engineers (IUOE) and the State of California (Department of Personnel Administration and California Highway Patrol) hereby agree to implement a Recruitment and Retention differential at the California Highway Patrol for the following locations and applicable classifications:

- Motor Transport Section, Sacramento and Torrance - $150/mo.

  Automotive Technician I

  Automotive Technician II

  Automobile Mechanic

- Academy Motorcycle Training, Sacramento/District - $150/mo.

  Lead Motorcycle Mechanic

  Motorcycle Mechanic

- Emergency Vehicle Operations Course – Academy, Sacramento - $150/mo.

  Lead Automobile Mechanic

Automobile Mechanic

2.25 – Dept. of Military Crane Differential

The International Union of Operating Engineers (IUOE) and the State of California (Department of Personnel Administration) hereby agrees as follows:

A. Effective June 1, 2005, Department of the Military's full time employees who are assigned to crane operation as part of their duties which require operator certification(s) under CalOSHA regulations, and who have successfully completed training and certification shall receive a salary differential each month as set forth in B. and C. below, provided that they possess the appropriate grade and type of license/certificate required:

B. Employees who possess the mobile crane certification (one type of crane) and may be required to operate mobile cranes as part of their duties, shall receive a flat $200.00 differential each month.

C. Employees who possess an additional mobile crane certification (more than one type of crane) and may be required to operate mobile cranes as part of their duties shall receive an additional differential of $50.00 per month, up to a maximum of $250.00 each month.

D. For the purpose of Post and Bid, identification of positions requiring crane operator certification(s) of the appropriate grade and type shall be determined at the employer's discretion and is not grievable or arbitrable. It is the employee's responsibility to possess and maintain all licenses/certificates of the appropriate grade and type required to operate the crane.

E. From the date of this agreement through June 1, 2006, the Department shall reimburse filing and examination fees for unsuccessful attempts to obtain certification in order to implement the new certification requirements. Where required to be certified as identified above by the Department(s), an employee who successfully obtains the required operator certificate(s) will be reimbursed for filing and examination fees, if any, associated with obtaining and maintaining the appropriate operator certificate(s). Department of the Military will schedule and pay for all drug testing and physical examination requirements associated with obtaining and maintaining the crane certification.

F. Where required to be certified as identified in ~~A~~", ~~B~~", and/or ~~C~~" above by the Department(s), and with ten (10) work days advance notice, a full-time employee shall be given a reasonable amount of time off without loss of compensation to take the appropriate certificate examination provided the examination is scheduled during the employee's scheduled work hours and the examination does not interfere with the operational needs of the Department.

G. An employee whose required operator certificate(s) is revoked or not renewed for any reason will cease to be eligible for the differential as described above.

H. The Union recognizes that the differential will not be paid to incumbents in those classes in which the California State Personnel Board specification mandates possession of a Crane Certification as part of the minimum qualifications of the class as of the date of this agreement.

I. Both parties agree to meet prior to the recertification process for employees affected by this section.

2.26 - Dept. of Water Resources Crane Differential

The International Union of Operating Engineers (IUOE) and the State of California (Department of Personnel Administration) hereby agrees as follows:

A. Effective June 1, 2005, Department of Water Resources' full time employees who are assigned to crane operation as part of their duties which require operator certification(s) under CalOSHA regulations, and who have successfully completed training and certification shall receive a salary differential each month as set forth in B. and C. below, provided that they possess the appropriate grade and type of license/certificate required:

B. Employees who possess the mobile crane certification (one type of crane) and may be required to operate mobile cranes as part of their duties, shall receive a flat $200.00 differential each month.

C. Employees who possess an additional mobile crane certification (more than one type of crane) and may be required to operate mobile cranes as part of their duties shall receive an additional differential of $50.00 per month, up to a maximum of $250.00 each month.

D. For the purpose of Post and Bid, identification of positions requiring crane operator certification(s) of the appropriate grade and type shall be determined at the employer's discretion and is not grievable or arbitrable. It is the employee's responsibility to possess and maintain all licenses/certificates of the appropriate grade and type required to operate the crane.

E. From the date of this agreement through June 1, 2006, the Department shall reimburse filing and examination fees for unsuccessful attempts to obtain certification in order to implement the new certification requirements. Where required to be certified as identified above by the Department(s), an employee who successfully obtains the required operator certificate(s) will be reimbursed for filing and examination fees, if any, associated with obtaining and maintaining the appropriate operator certificate(s). Department of Water Resources will schedule and pay for all drug testing and physical examination requirements associated with obtaining and maintaining the crane certification.

F. Where required to be certified as identified in ~~A~~", ~~B~~", and/or ~~C~~" above by the Department(s), and with ten (10) work days advance notice, a full-time employee shall be given a reasonable amount of time off without loss of compensation to take the appropriate certificate examination provided the examination is scheduled during the employee's scheduled work hours and the examination does not interfere with the operational needs of the Department.

G. An employee whose required operator certificate(s) is revoked or not renewed for any reason will cease to be eligible for the differential as described above.

H. The Union recognizes that the differential will not be paid to incumbents in those classes in which the California State Personnel Board specification mandates possession of a Crane Certification as part of the minimum qualifications of the class as of the date of this agreement.

I. Both parties agree to meet prior to the recertification process for employees affected by this section.

ARTICLE 3 - HEALTH AND WELFARE

3.1 Health, Dental, Vision

3.1 Health, Dental, Vision

A. Health Benefit

1. Program Description

   Effective on the first day of the pay period following Union ratification of this agreement and upon approval of funding by the Legislature, the State will pay the following employer health contributions. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

   a. The State shall contribute $393 per month for coverage of an eligible employee. (Party code one)

   b. The State shall contribute $787 per month for coverage of an eligible employee

plus one dependent. (Party code two)

c. The State shall contribute $1,024 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

2. Upon approval of funding by the Legislature and ratification by the Union, and effective no sooner that January 1, 2011, the State will pay the following employer health contributions. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties.

   a. The State shall contribute $433 per month for coverage of an eligible employee. (Party code one)

   b. The State shall contribute $866 per month for coverage of an eligible employee plus one dependent. (Party code two)

   c. The State shall contribute $1,129 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

3. Dependent Vesting

   Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two-year vesting schedule for the employer health contribution for dependents as follows:

   a. 50% of the normal employer dependent portion of the contribution upon initial enrollment;

   b. 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and

   c. 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service.

   The employer dependent contribution amounts shall be established by DPA each year at the same time that the normal employer health contributions are established. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties.

4. Health Benefits Eligibility

   a. Employee Eligibility-For purposes of this section, ~~e~~ligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

   b. Permanent Intermittent (PI) Employees

      (1) Initial Eligibility—A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

      (2) Continuing Eligibility—To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours

in a control period or 960 paid hours in two consecutive control periods.

c. Family Member Eligibility—For purposes of this section, ~~"~~eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

B. Dental Benefit

1. Contribution Amounts

a. Upon approval of funding by the Legislature and ratification by the Union, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.

(1) The State shall pay up to $38.90 per month for coverage of an eligible employee.

(2) The State shall pay up to $69.06 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay up to $100.50 per month for coverage of an eligible employee plus two or more dependents.

b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.

2. Employee eligibility for dental benefits is the same as that prescribed for health benefits under section A. 4 of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section A. 4 of this agreement.

4. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service, during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50)-mile radius of the employee's residence, the employee will be allowed to enroll in indemnity or preferred provider option plan.

C. Vision Benefit

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars ($10) for the comprehensive annual eye examination and twenty-five dollars ($25) for materials.

2. Employee Eligibility

   Employee eligibility for vision benefits is the same as that prescribed for health benefits under section A. 4 of this agreement.

3. Family Member Eligibility

   Family member eligibility for vision benefits is the same as that prescribed for health benefits under section A. 4 of this agreement.

3.2 Rural Health

If the Rural Health program is enacted by legislation, the State will meet and confer over implementation of this program.

3.3 Pre-Tax of Health/Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

3.4 Health and Welfare Trust Plan

A. During the term of this agreement, the Union may establish a Health and Welfare Trust Fund for the purpose of providing health, dental, and vision benefits to its Unit 12 members and their dependents. The benefits provided through the Union administered Plan must be:

   1. comparable to those currently offered Unit 12 members and their dependents;

   2. a cost effective alternative to the current benefits offered;

   3. legally and administratively feasible under the State's payroll and benefits processing systems or an alternative system that is equal to the State's payroll and benefits processing system established by the Union Trust.

B. The Union agrees to provide the State, as part of the approval process, a comprehensive proposal detailing:

   1. The benefits to be offered.

   2. Premiums to be charged by the benefits carrier(s).

   3. Administration systems and charges.

C. The Health and Welfare Trust Fund must meet all ERISA requirements including, but not limited to:

   1. establishment and administration of the benefit plan pursuant to a written plan document;

2. written designation of one or more named fiduciaries who jointly or severally have authority to control and manage the operation and administration of the plan.

D. The Health and Welfare Trust Fund and Union sponsored plan must also comply with all requirements of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

E. The Union agrees to provide written evidence that named fiduciaries are covered by fiduciary liability insurance and are bonded.

F. The Union further agrees to develop and execute a legal agreement with the State to clarify the Union's sole responsibility and liability for the funds paid to the Health and Welfare Trust, the provision of benefits offered, and claims against the Trust for services required and to indemnify and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of contracts or subcontracts established with benefit carriers and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor or subcontractor providing these benefit services.

G. The Union recognizes that, upon establishment of a Health and Welfare Trust outside the Public Employees' Medical and Hospital Care Act (PEMHCA), all Unit 12 employees, their dependents and future annuitants become ineligible for:

1. Other health plans offered through PEMHCA.

2. Rural subsidy provided under Government Code section 22825.01.

3. Retiree health benefits provided through PEMHCA.

H. The Union further acknowledges that administrative procedures must be developed in order to allow Unit 12 employees to participate in FlexElect or the pre-tax benefits of the Pretax Option Plan (POP). It shall be the Union's responsibility to obtain such legislation. The DPA agrees to support this legislation and work with the Union on setting up necessary administrative procedures.

I. In recognition of the employees vested rights to health and welfare benefits as prescribed in Government Code sections 22825.2 and 22825.3, the Union agrees to continue to provide comparable health and dental coverage to all future annuitants of the Trust without discrimination as to premium rates or benefit coverage. Any eligible survivor of a Unit 12 employee has the same benefit election rights as those of a surviving spouse in a health plan administered by PERS.

J. The Union agrees to obtain and DPA agrees to support enabling legislation to transfer eligible Unit 12 employees to the Health and Welfare Benefit Trust and to protect the rights of employees and retirees to post- retirement health benefits coverage in the event of dissolution of the trust or other loss of coverage.

K. The Union agrees to comply with eligibility definitions and standards prescribed by PEMHCA except that, for cost containment, the Trust is authorized to pro-rate benefits by time base or to limit access to benefits by economically dependent individuals who are not members of the employee's immediate family.

L. The State agrees to pay the Trust Fund either a composite amount or a multi-party rate as mutually agreed-upon by the parties.

M. The above rates as negotiated consistent with section L above, for employees and annuitants, will be in effect during the term of this agreement.

N. It shall be the Union's responsibility to develop a system to demonstrate to the State, on a monthly basis, the number of such enrollments.

O. The Union agrees to bear the reasonable and accurate costs incurred by the Department of Personnel Administration and the State Controller's Office in removing Unit 12 employees and their dependents from current health, dental and vision plans and in re-enrolling such employees and dependents in the plan(s) established by the Health and Welfare Trust. The Union further agrees to pay a monthly charge to the State to cover any administrative charges involved in the processing of enrollments or payroll deductions.

P. Details of this agreement will be incorporated by side letter into this MOU prior to implementation of the Health and Welfare Trust Fund plan.

Q. The parties agree to cooperate in the development of the necessary administrative systems to ensure a smooth transition of Unit 12 employees and their dependents to the Health and Welfare Trust Fund Plan and the effective maintenance of such plans.

3.5 Flexible Benefit Program

A. The State agrees to provide a Flexible Benefits Program under section 125 and related sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by DPA. All eligible employees must work one-half time or more and have permanent status or if a limited- term or TAU appointment, must have mandatory return rights to a permanent position.

B. Permanent Intermittent (PI) employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six month control period of January 1 through June 30 of the plan year in which they are enrolled.

C. Subsection 'B' above is not grievable or arbitrable.

3.6 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job, pursuant to law.

B. An employee who is authorized by his/her supervisor to transport an injured employee to a medical facility shall suffer no loss of compensation for the time spent. Authorization shall not be unreasonably denied to an employee who transports an injured employee requiring immediate emergency medical care when supervision is not present at the site of injury or is unreachable by telephone or radio, provided the transporting employee calls his/her supervisor immediately upon arrival at the emergency medical facility.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the Department of Industrial Relations' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

3.7 Enhanced Industrial Disability Leave

A. An employee who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward or parolee under the authority of the Department of Corrections and Rehabilitation.

B. Unit 12 employees who lose the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient or client under the authority of the Departments of Developmental Services, Mental Health, or Veteran’s Affairs.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not apply to either presumptive, stress-related disabilities, or to physical disability having a mental origin.

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

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

G. This section relating to EIDL will not be subject to the arbitration procedures of this Agreement.

3.8 Long-Term Care Insurance Plan

A. Employees in classes assigned to Bargaining Unit 12 are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

B. The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controllers Office shall be fully paid by the employee and are subject to payroll deductions.

3.9 Non-Industrial Disability Insurance

A. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed one hundred thirty-five dollars ($135) per week, payable monthly for a period not exceeding twenty-six (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 he/she has returned to work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

B. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home.

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

D. Following the start of NDI payments an employee may at any time switch from NDI to sick leave or vacation leave, but may not return to NDI until that leave is exhausted.

E. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to his/her full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed one hundred percent (100%) of regular "full pay".

   The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

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

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

3.10 Non-Industrial Disability Insurance - Annual Leave

A. This NDI provision is only applicable to employees participating in the annual leave program referenced in section 10.3 below.

B. For periods of disability commencing after the effective date of an election to participate in the annual leave program, eligible employees shall receive NDI payments at fifty percent (50%) of their gross salary, payable monthly for a period not exceeding twenty-six (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 work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an NDI claim, an employee may elect either the fifty percent (50%) NDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

C. The employee shall serve a seven (7) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic. The definition of hospital, nursing home, and emergency clinic is the same as defined by sections 2627.5 and 2627.7 of the Unemployment Insurance Code.

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

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

F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the NDI benefit will not exceed one hundred percent (100%) of their regular "full pay".

The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

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

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

I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

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

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

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

M. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program (see Article 3, section 3.8), such benefits are limited to one hundred thirty-five dollars ($135.00) per week.

3.11 Highway Maintenance Worker Life Insurance

A. In addition to the seventy thousand dollars ($70,000) to ninety-five thousand dollars ($95,000) benefit provisions of Labor Code section 4700, et seq., and the approximate fifteen thousand dollars ($15,000) State death benefit provided Unit 12 employees, CalTrans agrees to continue the fifty thousand dollars ($50,000) death benefit begun September 1, 1984, payable to the designated beneficiary (as specified on the insurance carrier beneficiary form) of any CalTrans Unit 12 employee who is single with no eligible dependents and who is killed while performing assigned State duties provided:

1. The employee was hit by a motor vehicle, by any part of the vehicle, any object carried in or on the vehicle, or any object dislodged from or by the movement of any vehicle being operated in the State highway right-of-way or public street, and

2. Payment of the Workers Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705, and

3. The insurance carrier determines it is a covered accident.

B. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars ($50,000) to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to IUOE upon request.

C. In the event of a dispute regarding appropriate designated beneficiaries, the Highway Maintenance Worker Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

D. The above criteria excluding dollar amounts must be met for CalTrans Highway worker's surviving spouse, or children, who qualify under Government Code Section 21541, subdivision (b) will receive 50% annuity equal to 50% of their monthly salary provided the employee was hit by a motor vehicle, by any part of the vehicle, any object carried in or on the vehicle, or any object dislodged from or by the movement of any vehicle being operated in the State highway right-of-way or public street in accordance with Government Code 21537.5 (a)

E. It is understood by the parties that the eligible survivor or beneficiary will receive the Highway Maintenance Worker Life Insurance or the 50% annuity outlined in A or D above, not both.

3.12 Health Benefit Vesting

A. The following vesting schedule shall apply to state employees in Unit 12 first employed by the State on or after January 1, 2011.

B. The portion of the employer contribution toward post retirement health benefits will be based on credited years of service at retirement per the following chart entitled "Health Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement:

C. State employees as defined in A above, who become BU 12 employees after January 1, 2011 shall not receive any portion of the employer's contribution payable for annuitants unless those employees are credited with 15 years of State service as defined by law.

D. The percentage of employer contribution payable for post retirement health benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

CREDITED YEARS OF SERVICE	PERCENT OF EMPLOYER CONTRIBUTION
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

E. This section shall apply only to State employees who retire for service.

F. Benefits provided an employee by this section shall be applicable to all future State service.

G. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.

ARTICLE 4 – HEALTH AND SAFETY

4.1 Health and Safety Committees

A. The State shall attempt to provide a safe and healthy work place for State employees. IUOE supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

B. The parties agree that Joint IUOE/ Management Health and Safety Committees are appropriate in many areas of State employment. At IUOE's request, each department shall establish at least one Joint IUOE/Management Health and Safety Committee. Additional Joint IUOE/Management Health and Safety Committees may be established as appropriate for the larger departments. These Committees may consist of no more than four representatives from IUOE. The State may appoint an equal number of State representatives.

C. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.

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

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

4.2 Safety Devices

The State shall furnish all safety devices, wearing apparel and other equipment deemed necessary by the State for the protection and safety of Unit 12 employees such as goggles, gloves, eye glasses, face shields, respirators and machine guards. Employees issued State-provided safety devices shall be held responsible for loss of and/or damage to the safety device other than that incurred as the result of normal wear or through no fault of the employee. When a safety device is provided the employee shall wear the protective device in accordance with the instruction provided by the department.

4.3 Footwear

A. The State shall provide safety shoes/boots when required by the State. Safety shoes/boots are those intended to protect the employee from specific types of injury to the ankle, foot, or toes. Safety shoes/boots include those with a steel toe or shank. Safety shoes/boots provided pursuant to this section are State property and shall be properly fitted and be the responsibility of the employee to maintain. The State shall be responsible for replacement of safety shoes/boots in the process of normal wear. State provided safety shoes/boots lost or damaged due to the negligence of the employee shall be replaced by the employee at his/her expense.

B. In addition, with regard to specified State agencies and as articulated below, the State shall provide a footwear allowance:

1. Caltrans will reimburse each of its permanent, full-time Unit 12 employees on payroll as of April 1 of each year fifty dollars ($50) or one hundred dollars ($100) every two (2) years as an allowance toward purchasing work footwear consistent with Caltrans policy. This allowance will be reimbursed to employees in the April pay period; employees must submit receipts prior to receiving the reimbursement. Employees shall wear such footwear at all times while on duty.

2. DWR will reimburse each of its permanent, full-time Unit 12 employees on payroll as of April 1 of each year fifty dollars ($50) or one hundred dollars ($100) every two (2) years as an allowance toward purchasing work footwear consistent with DWR policy. This allowance will be reimbursed to employees in the April pay period; employees must submit receipts prior to receiving the reimbursement. Employees shall wear such footwear at all times while on duty.

3. In the Department of Parks and Recreation reimbursement for required footwear shall be provided under the uniform replacement allowance, Article 12.9, Uniform Reimbursement-DPR.

C. Departments not covered by paragraphs 1, 2 or 3 above, shall only require footwear appropriate to the work being performed. IUOE recognizes that when an agency simply requires appropriate footwear, the responsibility for purchase and maintenance of same shall rest with the employee.

4.4 Protective Clothing

When the State requires protective clothing to be worn, the State shall provide the protective clothing. The parties recognize that the State may choose to provide such protective clothing by any number of means, including but not limited to, issuance at the work site or requiring employees to report to a contracted retail or wholesale vendor. Protective clothing provided pursuant to this section is State owned property which will be maintained as the State deems necessary. Employees issued State-provided protective clothing shall be held responsible for loss of and/or damage to the protective clothing other than that incurred as the result of normal wear or through no fault of the employee. When protective clothing is provided, the employee shall wear the protective clothing in accordance with the instructions provided by the State. Protective clothing means particular colors or types of shirts or pants which are required to be worn, or attire that is worn over or in place of regular clothing and is necessary to protect the employee's personal clothing from damage, extreme temperature, or stains which would be present in the normal performance of duties; for example, aprons, lab smocks, shop coats, certain required work pants, shirts, or coveralls.

4.5 Restroom Facilities

A. The State will provide restroom facilities at all permanent work locations which employ Unit 12 workers, consistent with applicable laws.

B. Where both male and female workers are employed at permanent work locations, the State will provide separate facilities which are also separate from those facilities provided to inmates, wards, residents and patients.

C. When workers are in a field location, the State will ascertain if restroom facilities are reasonably available and provide transportation, as needed, to and from restroom facilities. Where such facilities are unavailable, the State shall provide temporary restroom facilities at the work site.

4.6 Presumptive Illness

When required by Cal OSHA and/or when precipitated by an exposure to a documented health hazard, the State shall provide medical examinations for employees working in occupations that expose them to health risks. Examinations shall be in accordance with Cal OSHA and/or other applicable regulations.

4.7 Safety Awareness Program - Caltrans

In recognition of the importance of creating a greater public awareness of the work performed by Caltrans Highway Maintenance Workers and to educate the public in proper driving behavior while driving through Highway Maintenance Workers' work sites, Caltrans will continue its Highway Maintenance Worker Safety Public Awareness Program for the duration of this Agreement so long as funds are available and the

Program continues to be effective. The State shall notify IUOE on an ongoing basis regarding the status of the safety awareness program including the memorial plaque program.

4.8 Safety Incentive Award Program – Caltrans and DWR

A. The purpose of this program is to encourage and reward employees for their efforts in conducting the State's business in a safe and healthy manner consistent with applicable law, rule, policy or regulation.

B. Caltrans and DWR permanent, full-time employees in Bargaining Unit 12 classifications are included in this Safety Incentive Program.

C. After being employed with Caltrans or DWR for six (6) months, permanent, full-time employees in Bargaining Unit 12 classifications will qualify to receive two (2) hours of compensated time off (CTO) every quarter, commencing with the quarter July 1, 1999 through September 30, 1999, up to a maximum of eight (8) hours of CTO each calendar year provided they meet the following criteria for the time being recognized:

   1. They have not suffered a preventable work-related, lost-time injury or illness; and/or they have not caused another employee to suffer a preventable work-related, lost-time injury or illness; and

   2. They have not been charged with a preventable vehicular accident while operating State equipment or a private vehicle on State business; and

   3. They have not been convicted of a moving violation from any police agency while operating State equipment or a private vehicle on State business; and

   4. They have not received an adverse action for committing an unsafe act or failing to follow established safety procedures; and

   5. If their unsafe behavior caused the department to receive a citation for violating CalOSHA rule or law; and

   6. They are in a Bargaining Unit 12 classification and were on the payroll at the end of the quarter being recognized and were actively employed in Caltrans or DWR for at least 4 entire semi-monthly, bi-weekly or 2 entire monthly pay periods during the quarter.

D. Bargaining Unit 12 employees in Caltrans and DWR who, during a quarterly evaluation period, are in a Training and Development assignment for a period in excess of thirty (30) consecutive calendar days to a non bargaining Unit 12 classification shall not be eligible to receive the CTO for that quarter. Employees in non Bargaining Unit 12 classifications who accept a Training and Development assignment to one of the listed classes are eligible to receive the CTO provided they are in the eligible class for the entire qualifying quarter(s) and experience no disqualifying event.

E. CTO for the Safety Incentive Award Program will be given on a quarterly basis. The four quarterly evaluation periods will be as follows:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

F. CTO accrued under this provision may be taken only with prior supervisory approval.

G. If a dispute arises over this section, an employee may file a grievance in accordance with Article 14. If a tie occurs at the Board of Adjustment level, the department's decision will prevail. Under no circumstances may such a dispute be appealed to arbitration.

H. The parties agree that by May 31, 2001, Caltrans and DWR will have conducted an evaluation to determine the effectiveness of the Safety Incentive Program within their respective organizations. Continuation of the Safety Incentive Program within Caltrans and DWR will be determined based on the results of each department's evaluation.

4.9 Department of General Services Incentive Award Program

A. Department of General Services, Real Estate Services Division, Building and Property Management Branch will establish an incentive award program to encourage employees to work safely, efficiently, and to reduce sick leave usage.

B. All permanent, full-time employees in the Building Property Management Branch will be eligible to participate in the program. The Department agrees to provide up to ten thousand dollars ($10,000) in total for funding individual and group awards for this program but is not obligated to expend the entire amount. The management of the Building and Property Management Branch will develop the criteria for granting the awards.

C. The State reserves the right to cancel this program if such action is deemed to be in the best interest of the State. The State agrees to give affected employees and IUOE 30 days notice prior to canceling the program. This section shall not be grievable or arbitrable.

4.10 Safety Incentive Award Program – Del Mar Fairgrounds

A. The CDFA, 22nd District Agricultural Association (Del Mar Fairgrounds) has established this Safety Incentive Program to encourage employees to work safely as individuals and in crews and to reward employees for working safely.

Employees in the following classes are included in this Safety Incentive Program:

Carpenter	Electrician	Electronics Technician
Fairground Aid	Fairground Attendant	Fusion Welder
Groundskeeper	Maintenance Worker	Painter
Senior Maintenance Worker	Tractor Operator-Laborer	
Heavy Equipment Mechanic	Maintenance Mechanic	

At the discretion of the 22nd DAA, additional classes may be designated where it is deemed appropriate.

B. Permanent, full-time, reduced hours full-time and intermittent employees in the listed classes will receive the individual award provided they meet the following criteria for the time being recognized:

1. They have not suffered any recordable work-related injury or illness as defined by OSHA; and
2. They have not been charged with a preventable vehicular accident while operating State equipment or a private vehicle on State business, and
3. They have not been convicted of a moving violation from any police agency while operating State equipment or a private vehicle on State business; and
4. They have not received corrective counseling, letter of reprimand or an adverse action for committing an unsafe act or failing to follow established safety procedures; and
5. Their behavior was not the cause for the 22nd DAA to receive a citation for violating a Cal-OSHA rule or law; and
6. They have been continuously employed in an eligible class and received service credit for the three consecutive months of the quarterly individual award and twelve consecutive months immediately preceding July 1 of each year for the group award.

C. A ~~g~~roup" is defined as a work unit wherein the employees interact on a regular basis and in a manger which may be reasonably expected to affect safety. Group assignments are as follows:

Group 1	Carpenter	**Group 2**	Groundskeeper
	Electician		Maintenance Worker
	Fusion Welder		Senior Maintenance Worker
	Painter		Tractor Operator-Laborer
	Plumber		Maintenance Mechanic
	Heavy Equipment Mechanic		

Group 3	Electronics Technician	**Group 4**	Fairground Aid
			Fairground Attendant
			Maintenance Worker-Horsepark

An employee ~~on~~ loan" to a crew will be deemed to be a member of that crew for the duration of the loan.

D. Each member of a group, as it is constituted on June 30 of each year, who has also qualified for an individual award for all four (4) quarters of the year under this section, will be permitted to participate in the group award provided no disqualifying event, as defined in A. through F. above has been charged against any member of the group during the evaluation period.

E. Employees in the listed classes who, during the evaluation period, are in a Training and development assignment for a period in excess of thirty (30) consecutive calendar days to a class not listed in this Safety Incentive Program shall not be eligible to receive either the individual or group award. Employees in classes not listed in the Safety Incentive Program who accepts a Training and Development assignment to one of the listed classes are eligible to receive either or both awards provided they are in the eligible class for the entire evaluation period and experience no disqualifying event.

F. Individual awards for the Safety Incentive Award program will be given on a quarterly basis. The first evaluation period will be July 1, 19999 through September 30, 1999, and will continue on a quarterly basis thereafter.

G. Group awards for the Safety Incentive Award Program will be given on an annual basis. The first evaluation period will be July 1, 1999 through June 30, 2000, and will continue from year to year thereafter.

H. The individual award will be a twenty-five dollar ($25.00) gift certificate.

I. The group award will be a day off with pay which will be designated as Administrative Time Off (ATO). To be approved, this ATO must be scheduled in advance and taken within twelve (12) months of being earned.

4.11 Personal Alarm Devices

A. All Unit 12 employees in the Department of Corrections and Rehabilitation shall upon request be provided with a personal alarm device for the area the employee is assigned if there is a personal alarm system in that area.

B. The Department of Corrections and Rehabilitation will continue its practice of issuing personal alarm devices to Unit 12 employees.

C. Any disputes regarding availability or coverage by a personal alarm system will be referred to the joint IUOE/Departmental health and safety committee for resolution.

4.12 Infectious Disease Control Training

A. The State and IUOE recognize the need to continue to provide general information about infectious diseases for employees of Mental Health, Veteran's Affairs, Developmental Services, Department of Corrections and Rehabilitation, Health Services, Parks and Recreation, Caltrans, and in other Departments where employees come into contact with court assigned workers or inmates, wards, parolees, clients, patients or resident workers.

B. The departments listed in "A" above will annually provide to Bargaining Unit 12 employees in-service training regarding infectious diseases. This training will be provided by a health care professional or a qualified and knowledgeable trainer at least once a year. All trainers will possess demonstrable education and/or experience in the areas being taught. This training may include the following:

   1. Identification of infectious disease(s) that are of concern to Bargaining Unit 12 members in the working environment; and

   2. General information regarding these diseases including, but not limited to the following:

      a. how the disease is transmitted;

      b. symptoms;

      c. courses of treatment;

      d. methods and procedures that should be followed to prevent contracting disease.

C. Bargaining Unit 12 members will attend this training on State time. Training may be provided more often if deemed necessary.

D. It is understood by the parties that the listed departments currently have training and information resources that can be used for purposes of in-service training.

4.13 Vehicle Inspection - District Fairs

The State agrees to have all motor vehicles at District Agricultural Association Fairs inspected for safety by the Inspector of Automotive Equipment as soon as practical and make necessary repairs as the State determines necessary.

ARTICLE 5 – UNION RIGHTS

5.1 Representatives

A. The State recognizes and agrees to deal with IUOE on the following employer-employee relations matters:

   1. The administration of this Agreement;

   2. Employee adverse actions;

3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;

4. Matters scheduled for hearing by the Victims Compensation and Government Claims Board (VCGCB);

5. Matters pending before the State Personnel Board;

6. Investigations of Grievances

B. IUOE shall provide DPA with a written list of IUOE stewards and Business Representatives on an annual basis and shall notify DPA of any changes of such stewards and representatives.

C. Upon request of an aggrieved employee, or on behalf of IUOE, an IUOE steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes, as defined above, provided the employee represented is in the steward's department and in an office or building that is within close proximity. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor of the reasonable amount of time and when it may be taken.

5.2 Employee Time Off

Employees shall be entitled to reasonable time off at the worksite as specified in section 5.1 without loss of compensation for representational matters subject to approval by the employee's supervisor of the reasonable amount of time and when it may be taken. If the employees confer with IUOE representatives, section 5.3 applies.

5.3 Access

A. IUOE representatives shall be allowed access to Bargaining Unit employees at the worksite during working hours for representational purposes as defined in section 5.1 if IUOE representatives request access from the department head or designee prior to the visit.

B. Immediately upon being notified of an accident involving serious injury or death of a Unit 12 employee, the Departmental Labor Relations Office will notify the Bargaining Unit 12 Central Office of such a death or injury. The employer will provide, if known, the employee’s name, specific locale of the accident, approximate time of the accident, and any available details regarding the accident. Departments will not unreasonably deny access to accident sites.

C. Access may be delayed for operational reasons and may be restricted to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; where access is restricted, other reasonable accommodations shall be made. Access shall not interfere with the work of other employees.

5.4 Steward Protection

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating against IUOE stewards, or otherwise interfering with, restraining or coercing IUOE stewards because of the exercise of any rights provided by the

Dills Act or this Agreement.

5.5 Use of State Phones/Faxes

A. IUOE stewards shall be permitted reasonable use of State phones to make calls for IUOE representation purposes provided that such use does not result in unreasonable costs to the State or interfere with State operations.

B. IUOE stewards, for representational purposes, shall also be permitted reasonable and occasional use of fax machines and E-mail provided a computer and e-mail address is accessible and utilized as a normal part of his/her duties. Use of such equipment shall not result in unreasonable costs to the State nor interfere with State operations.

5.6 Use of State Facilities

The State shall permit IUOE to use certain facilities subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, IUOE shall reimburse the State for additional expenses.

5.7 IUOE Information Packets/ New Employee Orientations

A. Upon initial appointment to a position in the bargaining unit, an employee shall be provided by the State with a copy of the current Agreement as well as a packet of information approved by the State employer, both of which have been supplied by IUOE.

B. The DPA will provide IUOE with a listing of work sites and an approximate number of agreement copies and packets to supply to each work site for the initial distribution of the information packets. With the initial distribution, IUOE will provide information as to how to acquire additional copies of these materials as a work site uses up the copies initially distributed. The information packet will have attached a post card, postage prepaid, which the person supplying the packet to the new employee will fill out and mail to IUOE.

C. Departments shall notify IUOE of all formal new employee orientation sessions.

5.8 General Information

A. Consistent with the Public Employment Relations Board regulations, the State shall provide to IUOE on magnetic tape and printout home addresses, full names, salaries, social security numbers, employee organization-sponsored deduction codes, agencies, reporting units, position numbers and class and schematic codes on a monthly basis, of all employees in Bargaining Unit 12 in alphabetical order by last name.

B. Within 30 days of Ratification and annually thereafter, the State will work with IUOE to develop lists of ~~"~~work site" addresses and names of employees in Bargaining Unit 12. While the State will endeavor to develop as accurate and complete listing as possible, IUOE recognizes that the State will develop such lists within existing resources and without incurring unreasonable costs; in addition, due to the varying technological capabilities of the departments, the lists may vary in formats and/or level of detail. Such lists shall be made available to IUOE on an annual basis.

C. IUOE agrees to pay the necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home address tape file on a monthly basis.

5.9 Release of Home Addresses

A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide IUOE with home addresses on a monthly basis for all employees covered by this Contract.

2. The Union understands that it is the State's position that any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding By Employees

Effective one-month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 12 employees with the option of having their home address withheld from IUOE. Instead, employees will, upon request, be given a separate form by their appointing power that permits two choices in accordance with the State's position (in ~~"A~~" above): (1) withhold their home address from IUOE, or (2) to cancel a previous withhold request thereby permitting release of their home address to IUOE.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 12 employees that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to IUOE. Home address withhold requests from employees who do not respond to the letter will continue to be honored by the parties.

D. Release and Use of Addresses

The State Controller's Office will send IUOE a list of all Unit 12 employees who, pursuant to subsection ~~"C~~" above, either did not respond or responded by indicating they wanted to continue withholding their home address from IUOE. Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings By The State

The State will annually mail Hudson notices and Union information to the home address of employees who have requested their home address be withheld from

IUOE. Said material shall be provided by IUOE. The cost of this mailing shall be paid for by IUOE. IUOE agrees to hold the State harmless for any annual mail that does not reach Unit 12 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by IUOE. IUOE shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity or organization. Employee addresses shall only be used by IUOE for representational purposes.

G. Hold Harmless and Indemnification

Notwithstanding any other provision of this agreement, IUOE agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless and to indemnify them for costs and fees they occur in defending challenges from any employee or employees.

5.10 Bulletin Boards

A. IUOE may use existing State-furnished employee organization bulletin boards to post official IUOE materials related to IUOE business. Upon mutual agreement between an authorized IUOE representative and the department, IUOE bulletin boards will be installed at reasonable locations. When required in advance, IUOE shall reimburse the State for additional costs incurred. Upon request, a copy of all materials posted must be provided to the facility or office supervisor at the time of posting.

B. Local management shall not remove official IUOE materials posted by the Union without first obtaining approval from their department level labor (employee) relations office. Before granting such approval, the department level office shall notify the Unit 12 office in Sacramento by fax message or telephone of their intent to grant such approval. Disputes over the posting of materials shall be resolved through the grievance procedure in this Agreement.

Official IUOE materials shall be produced on letterhead from the IUOE Unit 12 Central Coordinating Office or one of the IUOE locals, or shall be produced in a manner that clearly identifies IUOE as the producer, or shall identify a designated IUOE representative as the distributor, or shall clearly State that the material was distributed by IUOE.

C. IUOE shall hold the State employer harmless from any actions resulting from any materials posted or distributed by the Union.

5.11 Union Logos

A. Unit 12 employees wishing to demonstrate their support for or affiliation with IUOE shall be permitted to do so by wearing a Union button, badge, logo, or pin as long as the button, badge, logo or pin (a) does not create a safety or health issue, or (b) does not interfere with the efficient operations of the employer.

B. In consideration of the above, said button, badge, logo or pin must be consistent with all of the following:

1. It must be removable;
2. For uniformed employees only, it must be centered and fit on the pocket flap or in the area where the pocket flap is supposed to be on the jacket, shirt, blouse or sweater;
3. It may not carry a message that is libelous, obscene or defamatory.

Employees required to wear protective headwear may display a button, badge, logo, or pin on the headwear provided it does not compromise the safety integrity of the headwear.

ARTICLE 6 – STATE RIGHTS

A. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the State.

B. Consistent with this Agreement, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operations; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the entitlement of State Civil Service employees provided by Article VII of the State Constitution or by-laws and rules enacted thereto.

ARTICLE 7 – HOURS OF WORK

7.1 Workweek

A. The regular workweek of permanent, full-time Unit 12 employees shall be eight (8) consecutive hours per day (consistent with section 7.6, Meal Periods), five (5) consecutive days per week.

B. Alternate 4/10/40 and/or 9/8/80 workweeks may be established by the employer consistent with the provisions of section 7.3 of this agreement. The employing department shall meet with the Union prior to the implementation of such alternate shifts to discuss the impact of the change in workweek upon affected employees in accordance with the Entire Agreement section (Article 22) of this Contract. A 4/10/40 workweek is defined as four (4) consecutive days of ten (10) hours each. A 9/8/80 workweek is defined as a combination of four (4) consecutive nine (9) hour days in each of two calendar weeks and one (1) contiguous eight (8) hour day which is divided over two defined workweeks.

C. Any employer-initiated workweek configuration not provided for in ~~"A"~~ and ~~"B"~~ above, may be established only upon mutual agreement of the employing department and the Union.

D. Any existing alternate work schedules at the time of implementation of this Contract shall continue consistent with the employer's policies, procedures, and practices.

7.2 Excess Time

A. Employees working an irregular work schedule will periodically accrue excess hours. Employees accrue excess hours when the hours worked in a pay period exceed the required hours worked in that pay period.

B. Employees working an irregular work schedule which results in their working less than the required number of hours in a pay period shall use excess hours to supplement the hours needed. If the employee does not have any accumulated ~~"e~~xcess hours", the employee shall retain the choice of whether to use CTO or leave credits (excluding sick leave) to supplement the hours needed.

7.3 Flexible Work Hours

Upon request of an authorized employee, the State may establish flexible work hours for a Unit 12 employee upon agreement between the employee and the employer. Any flexible work hour schedule shall not exceed thirty (30) days.

7.4 Change of Shift, Work Hours, Work Week

A. Shift Change

A shift change is defined as a change in the hours of work in a day and/or the days of work in a week.

1. Short Shift Change of Less Than 10 Days

The State shall provide at least twenty-four (24) hours notice to employees prior to making a short shift change of less than ten (10) calendar days. Failure to provide such notice shall result in the employee being paid a premium of one and one-half times the regular rate of pay for the entire first shift affected by the short shift change. For purposes of this section, a short shift change does not occur if the employee's normal scheduled workday is extended as a result of an order to report early or stay late.

2. Temporary Shift Change of 10 to 30 Days

   The State shall provide at least three (3) working days notice to employees prior to making a temporary shift change of ten (10) to thirty (30) calendar days. Failure to provide such notice shall result in the employee being paid a premium of one and one-half times the regular rate of pay for all hours worked on the temporary shifts prior to the passage of the three (3) working day notice period.

3. Permanent Shift Change

   A permanent shift change is for a duration greater than thirty (30) calendar days. Permanent shift changes shall be made in accordance with Article 17.1 (Post and Bid) of this agreement.

   For short shift changes and temporary shift changes as described above, notice requirements shall not be required in the event that the change is necessitated by an event that poses immediate danger to life or property or as a result of natural disasters.

B. It is not intended for this section to be used to change employee's schedules or shift in order to avoid the payment of overtime.

7.5 Rest Periods

An employee will be granted a rest period not to exceed 15 minutes during each four (4) hours of his/her work shift unless there is an emergency or other operating needs preclude it. The rest period shall not exceed 30 minutes total for any day. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated, used for overtime purposes, nor may they be used to "make-up" time. The State shall determine the time when the rest period is to be taken. A rest period normally will not be granted during the first or last hour of the work shift. Except with the consent of the State, an employee shall not leave his or her assigned work location.

7.6 Meal Periods

A. Unit 12 employees normally will be allowed an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be scheduled by the employee's supervisor as near as possible to the middle of the work shift. Employees on an unpaid meal period will not be restricted to any special area during the meal period. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.

B. When employee's shift includes a scheduled unpaid meal and the employee is required to work through any part of that period, the employee shall be paid at the appropriate hourly rate for such meal period in the amount equivalent to the lost meal time or may be released from work an equivalent amount of time prior to the conclusion of the work shift.

   For purposes of this section, it is agreed that the employees who are assigned to oversee the work of public service workers will be considered to work through their meal period when they are at a work site with them during the meal period and shall receive the appropriate hourly rate for such period as determined by the hours of

work and compensation section of this Contract.

C. Employees required to work a full shift without a scheduled meal period shall be permitted to eat their meal while performing their duties.

7.7 Overtime Distribution

A. Management will offer overtime to employees who have worked 40 hours before offering additional work hours to employees who have utilized leave time during the week.

B. Supervisors shall endeavor to equally distribute overtime hours to all Unit 12 employees within a work location. Within such work areas, the employees or the Union may request posting of a record of overtime hours offered to each employee. This record shall be kept solely for the purpose of determining equitable distribution of overtime.

C. Overtime work will be assigned to employees in the classification that customarily is assigned the work.

D. The employer shall establish a procedure that requests and utilizes volunteers to perform overtime work from among Unit 12 employees who are qualified and available within the appropriate work area. In the event there are insufficient volunteers for overtime, such overtime shall be assigned in reverse seniority.

E. PIA: Overtime will be equitably distributed to qualified employees within the classification that customarily performs the work in the assigned shop.

7.8 Overtime Compensation

A. Employees in Bargaining Unit 12 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash or compensating time off (CTO) in the following manner:

   1. Cash compensation shall be at one and one-half times the hourly rate.

   2. Compensating time off shall be authorized at one and one-half (1½) hour for each overtime hour worked.

B. Notwithstanding any other Contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

C. Bargaining Unit 12 employees shall be compensated for ordered overtime of at least one-quarter hour at any one time. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

D. The first 50 hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, the employer shall determine compensation (CTO or cash).

E. At the employer's option, unused CTO in excess of fifty (50) hours on the books may be cashed out on June 30 of every fiscal year.

F. It is understood that there are some operations that will not allow employees to use their CTO during certain parts of the year. Accrual shall not exceed two hundred forty (240) hours at any time.

G. CTO may be taken only at the request of the employee with prior supervisory approval.

H. Only time physically worked shall be considered time worked towards premium overtime in a work week. This means that time spent by an employee on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., need not be counted as time worked for purposes of determining eligibility for premium overtime.

7.9 Immediate Response Status- CDF (and all other affected Departments)

A. Any employee who, in responding to a declared emergency situation, is directed to remain after his or her scheduled shift, in a remote response ~~"ba~~se camp", ~~"fi~~re camp", ~~"a~~ssembly point" or similarly designated location, shall be compensated for all hours while confined to such remote response location. For purposes of this section, employees who are relieved of duty and permitted to retire to a motel shall be compensated if directed to remain available for immediate response during off-duty hours.

B. Employees in the classification of Heavy Equipment Mechanic in the Department of Forestry and Fire Protection, shall record all work activity while the employee is assigned to a ~~"fi~~re camp" or other emergency response work location on a form FC-33 or its equivalent.

C. Employees in the classification of Heavy Equipment Mechanic at California Emergency Management Agency, shall also be covered by this provision.

7.10 Calls to Work/Scheduled Overtime

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four hours' work time provided the call back to work is without having been notified prior to completion of the work shift. When such an employee is called back under these conditions within four hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four hours credit for the new call back. When an employee is called back to work, the employee, with the permission of the appointing authority, or his or her designee when required, will be permitted to leave when the situation(s) that he/she was called in for has been completed. It is not the intent to have the employee perform additional work that represents routine maintenance that can or should be accomplished during the normal workday.

When such an employee is called back within four hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining

before the beginning of the employee's next shift. If an employee is called in within four (4) hours of his/her next shift, the employee will be allowed to work until the end of his/her regular shift.

B. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be scheduled for a minimum of four (4) hours' work. When the employee is notified prior to completion of his or her work shift and the work begins less than three (3) hours after completion of the work shift, the employee will be credited for the hours actually worked; if the work begins more than three (3) hours after the completion of the work shift, the employee will be scheduled for a minimum of four (4) hours of work.

C. A call back situation does not exist when an employee is ordered to temporarily report for a different work shift in lieu of their regular shift pursuant to section 7.4.

D. Overtime hours will be paid at the overtime rate established in this Agreement after the employee has worked forty (40) hours in the work week.

E. When a Caltrans employee receives a call to work while not on duty (i.e., neither during a regular work shift nor an overtime assignment), compensable time starts when the employee leaves home enroute directly for the call back and ends when the employee has returned home by the most direct route. Travel time for a call to work will not be paid when the employee is ordered to report early for a scheduled workshift even though the order to report early is made while the employee is not at work.

   When a Caltrans employee receives a call to work which results in an additional commute during the workweek, the employee shall be reimbursed for travel mileage, to and from the report location, in accordance with applicable Contract provisions and/or rules. Such mileage reimbursement shall not exceed a total of fifty (50) miles for each call back.

F. When an employee other than a Caltrans employee receives a call to work which results in an additional commute during the workweek, the employee shall be reimbursed for travel mileage, to and from the report location, in accordance with applicable Contract provisions and/or rules.

G. Highway Patrol Commanders or their designee shall notify employees of cancellation or postponements of scheduled court appearances. A twenty-four (24)-hour minimum cancellation notification will be required prior to each scheduled court appearance between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. When an employee is notified or learns that the court appearance has been cancelled less than twenty-four (24) hours prior to the scheduled appearance, fifty dollars ($50.00) shall be paid. An employee is not eligible for the fifty dollars ($50.00) if the appearance is scheduled and cancelled within his/her assigned workshift.

7.11 Telecommunications Technician Standby – DGS

Telecommunications Division employees in the Department of General Services may be assigned to standby duties consistent with the following:

A. PURPOSE

1. To provide for the Department of General Services, Telecommunications Division's (TD) required 24-hour maintenance response.

2. To relieve technicians of excessive call-out responsibility. Except during emergencies, technicians not on standby have no responsibility to respond other than to pass the request for service on to the Duty Supervisor.

B. GOALS

1. To provide a reliable one-hour response time to an after-hours request for service(s).

   a. This policy augments the call-out procedure, whereby an agency calls the "Local Technician".

   b. All Technicians are required to notify the Duty Supervisor before responding to an after-hours request for service(s).

C. DEFINITIONS

1. "Standby is defined as the express and absolute requirement that a technician be available after hours to receive a communication regarding a requirement to return to work.

2. A "Duty Technician" is a person who is on standby during the hours in which the Division is not open for business, and the technician is not scheduled for a work shift.

3. A "Local Technician" is a person who is assigned to a specific geographic radio maintenance shop area or shop location who, during the regular work hours, provides service to the clients within those areas or locations.

4. A "Duty Supervisor" is a Career Supervisory Assignment IV in charge of a Duty Team.

5. A "Duty Team" is a group of Duty Technicians plus one Duty Supervisor.

6. A "Duty Area is either a geographical or functional area in which people take turns being on standby. (See attached map)

   a. Duty Technicians may be required to work in other geographical or functional area (s) at the direction of the Duty Supervisor.

7. For purposes of this policy, standby hours are all hours other than the Division's normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and the employee's normally scheduled hours. Normally scheduled hours include regular work hours, scheduled overtime hours and the employee's lunch period.

8. "Incapacitation" means inability to work, for the same reasons as apply to regular working hours, i.e. illness, bereavement, and etc.

9. ―Respond" means to be enroute to the site of a problem or an assigned work location.

10. A ―Duty Week" is defined as beginning at 5:00 p.m. on Wednesday and ending at 8:00 a.m. the following Wednesday. However, if Wednesday is a holiday, then the duty week begins and ends at 12:30 p.m.

D. STRUCTURE

1. A Statewide Duty Team consists of a group of Duty Technicians and one (1) supervisor. All persons on a Duty team will be on standby for seven consecutive days.

   a. The Duty Supervisor has responsibility, while on standby, for maintenance wherever needed in the State.

   b. Each Duty Supervisor is assigned this duty in turn.

   c. Microwave and VHF technicians, and Telecommunications Technicians and Senior Telecommunications Technicians shall serve interchangeably as Duty Technicians.

2. One Duty Technician will always be assigned to standby in each duty area, as shown on the attached map.

   a. The State reserves the right to adjust the Duty Areas as necessary to meet operational needs. In the event of such a need, the State agrees to provide the Union with thirty (30) days notice prior to making such a change and further agrees to meet and confer, if requested, over the impact of the decision.

E. SCHEDULING METHODS

1. Management will establish, and adjust as needed, a rotational duty schedule that minimizes driving time within and between Duty Areas. A duty schedule whale shall normally be made up and published for a six-month period of time. The duty schedule will include vacation time that has been approved sixty (60) days prior to the effective date of the schedule. The Division may change the schedule, or substitution arrangement, to meet any unforeseen circumstances.

   a. Each schedule shall be published one month in advance in order to allow a technician to substitute for another.

   b. Substitution of one Duty Technician for another must be voluntary on the part of both technicians and be approved by the affected Area Supervisor and Duty Supervisor.

2. The Duty Technician or substitute Duty Technician must call the Duty Supervisor's State home phone at the beginning of the Duty Week or substituted standby day(s) (on or before 1700 hours weekdays, or on or before 0800 hours weekends or holidays) and leave a message on the answering machine. This message must inform the Duty Supervisor who the technician is and the Duty Area they will be covering.

3. Once a duty schedule has been established and implemented, it may be changed under the following circumstances.

   a. Substitution of one Duty technician for another in the same Duty Area is permitted for one day, or a multiple thereof, in compliance with section 5.1.2.

   b. If a Duty Technician is incapacitated, the Duty Supervisor shall:

      (1) Seek volunteers from among the technicians in the same Duty Area.

      (2) If no volunteers, then the Area Supervisor shall appoint from an existing Duty Area Seniority List that includes Telecommunications Technicians and Senior Telecommunications Technicians. Such list shall be ranked in order of seniority from most senior down to least senior. Seniority shall be determined by considering all time spent in the class of Telecommunications Technician and /or Senior Telecommunications Technician in the Duty Area. If it becomes necessary to replace a Duty Technician and there are no volunteers, the employer will assign the least senior technician from the seniority list. Once an individual has been assigned to fill an unanticipated vacancy, his/her name shall be moved to the top of the seniority list and any subsequent vacancy shall continue to be filled by use of the list. If an employee has pre-approved vacation, the employer will assign the next least senior technician on the seniority list to fill the unanticipated vacancy and his/her name will move to the top of the list. However, the technician scheduled for vacation will remain at the bottom of the list and will fill the next unanticipated vacancy.

F. ACCESSIBILITY

1. The Duty Technician shall be fit for duty and respond within one hour of being contacted by the Duty Supervisor.

   a. The Duty Supervisor must be notified within fifteen minutes of initial contact if the technician cannot respond with one hour.

2. The Division will furnish technical means for the Duty Supervisor to contact the Duty Technician.

   a. In areas of the State where common carrier paging is available, the Division will furnish display-type paging receivers.

   b. In areas where common carrier paging is not available, the Division will furnish pagers on client agency systems, such as used by CDF and CHP personnel.

   c. It is the responsibility of the Duty Technician to ascertain the coverage capability of the particular paging system in use.

      (1) The Duty Technician shall self-page at the beginning of each standby shift (at the end of the normal workday, for example) to ascertain that the pager is working.

      (2) The Duty Technician shall self-page when visiting in an area where the paging systems capabilities are unknown.

(3) The Duty Supervisor must be given a telephone number if the Duty Technician is in an area where the pager does not work.

3. Paging systems and receivers shall not be used for anything except State business during the Division's normal business hours as described in section 3.2, except during lunch periods.

4. In the event the Duty Supervisor receives a call while the Duty Technician is already responding to another call, the Duty Supervisor shall determine the method of covering the call taking into consideration time and location.

G. SERVICE VEHICLES

1. Policies regarding the use and storage of State service vehicles will continue to be in accordance with the State Administrative Manual and the Telecommunications Division Manual 2220.2.1

2. Duty Technicians shall be provided State vehicles for home retention while on standby if they choose not to use their personal vehicles.

   a. When a State vehicle is provided to a Duty Technician while on standby, the technician will be responsible for gaining possession of the vehicle at the start of the duty week and returning the vehicle at the end of the duty week through his/her own time and resources.

H. TRAINING

1. Because the standby program clearly cannot work without a minimum level of cross training among technicians, the Division shall develop training standards and a plan to meet such standards. These standards and plan may take the following form.

   a. Each Area Supervisor shall list major equipment or systems in his or her area with which all Duty Technicians must be adequately familiar.

      (1) The supervisor shall then see that each Duty Technician receives training from the technicians familiar with each item. The Duty Technicians shall be scheduled into formal classes on specific items when they are available.

      (2) The Area Supervisor and the Senior Telecommunications Technician primarily responsible for each listed item shall determine when each Duty Technician is adequately trained on that item, and the supervisor shall "sign off" the technician, thereby certifying to Duty Supervisors that the Duty Technician is adequately trained.

      (3) All training relative to standby readiness shall be done on State time.

2. Area Supervisors shall minimize the level of expertise required of Duty Technicians by seeing that the following items are available at fixed equipment sites.

   a. Adequate documentation: Manuals, "Site" copies of work package, etc.

b. Supplies of unusual spare parts and working spare cards.

c. Notebooks containing any information, which will help someone who, does not regularly work on such equipment.

I. COMPENSATION

1. Once an employee on standby status receives notice to return to work, work time will start from the time the employee arrives at his/her headquarters or State vehicle storage site and work time ends at the time he/she returns to their headquarters or vehicle storage site.

2. Any TD employees assigned to standby for a seven (7) consecutive day period, week days from 5:00 p.m. to 8:00 a.m. (15 hours) and weekend days from 8:00 a.m. to 8:00 a.m. the next day (24 hours) will receive effective July 1, 1999, compensation of ten (10) hours of straight pay. Effective July 1, 2000, this compensation will be increased to twelve (12) hours of straight pay. If an employee does not work one or more of their standby shifts, their compensation will be reduced a prorated amount. Any TD employee assigned to standby during a week when a holiday(s) occurs will receive an additional eight 98) hours of compensation for each holiday, excluding personal holidays. Holidays are those defined in Article 8B of Unit 12 MOU and any official State holidays declared by the Governor.

3. If an employee does not work one or more of their standby shifts, their compensation will be reduced a prorated amount.

4. If an employee on standby is called out as defined in Article 7.8, of the Unit 12 MOU, then article 7.8 will be in effect and the employee will not lose his/her standby pay.

5. The State retains the right to compensate Standby time by either cash or CTO.

6. The TD will permit an employee under the provisions of this agreement to choose up to 40 hours of compensation in the form of CTO credit in a Fiscal Year.

7.12 Occasional Regular Day Off Trade-CDCR

A Unit 12 member within the same classification and appointing authority may trade a regular day off with another member. This will be limited to once per pay period.

Unit 12 members may be permitted to exchange a regular day off with another member provided:

1. The employee makes a written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange;

2. The supervisor(s) approves the exchange; and

3. The employees exchanging a regular day off shall not be entitled to any additional compensation.

Once approved, a regular day off trade shall not be subject to further review, except for operational needs. If a regular day off trade is denied, the supervisor denying the trade

shall state the reason for the denial on the written request.

Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the shift, the employee will not be allowed to trade a regular day off for one (1) calendar year and the employee will be charged accrued time for the missed shift.

Probationary employees normally shall not be allowed to trade regular days off.

The request for exchanging an RDO will not be unreasonably denied. Appeals of this nature shall be appealed to the Board of Adjustment, which will be the final level of appeal.

ARTICLE 8 - HOURS OF WORK AND OVERTIME ROTATING SHIFT

8.1 Rotating Shift Classes (DWR only)

The following provisions supersede those enumerated in the Agreement and apply to only rotating shift assignments within the Department of Water Resources (DWR) for the following classifications:

A. Hydroelectric Plant Operator Apprentice

B. Hydroelectric Plant Operator

C. Senior Hydroelectric Plant Operator

D. Utility Craftsworker, WR, (Delta Fish Facility)

E. Water and Power Dispatcher

8.2 Rotating-Shift Employee Work Schedule (Replaces Section 7.1) (DWR only)

A. Eight Hour Shift

The workweek of a rotating shift employee is defined as a fixed and regularly occurring period of 168 hours for seven (7) consecutive 24-hour periods. The workweek shall be arranged to provide for 40 hours of work per week. Regular work schedules will cover a period of not less than 28 days and will be posted at appropriate reporting locations. The schedules will be consistent in rotation to provide regular days off for an employee as long as the employee remains on the same shift schedule. For the purposes of counting consecutive days off in any schedule, the first Tuesday of the day shift shall be used as a point of reference. During the period of rotation, employees will normally be scheduled:

1. one long weekend of four (4) consecutive days off, for twenty-eight (28) day schedules, or

2. two (2) long weekends of three (3) consecutive days off, for schedules in excess of twenty-eight (28) days (for example, thirty-five (35) day schedules).

B. The work day of a shift employee shall consist of eight (8) consecutive hours, per calendar day. The employees shall be permitted to eat their meals during work hours as work load permits.

C. Upon the request of IUOE, the Director of DWR or designee shall meet to discuss the revision of rotating shift schedules for rotating shift employees in the appropriate field division. Any sessions held under this section will be consistent with the needs of the State and desires of the employees, and within the existing staffing levels and budgets.

D. Should a shift assignment at a plant become vacant, permanent employees working at the plant may make a written request for the vacated shift assignment. If more than one employee at the plant or facility requests reassignment to a vacant shift assignment in the plant, the employee with the greatest amount of service in the classification in DWR shall be selected. When no employee at a DWR plant requests to be reassigned to a vacant shift assignment this subsection shall not apply.

8.3 Vacation/Holiday Scheduling (Replaces Sections 9(H) and 10.1) (DWR only)

Rotating-shift employees, with prior supervisory approval, may use their vacation/holiday credits on the day of their choice, except where operational needs require otherwise, in accordance with the following vacation/holiday scheduling policy:

A. Vacation/holiday requests must be submitted by March 1 of each year for approval and scheduling. Notification of approval/disapproval of vacation/holiday requests will be given to the employee no later than April 1 of the same year in which the request was submitted.

B. When two or more employees request the same vacation/holiday leave during the approved vacation/holiday scheduling period of January 1 to March 1 and the department head or designee cannot grant the vacation/holiday requests to all employees requesting it, vacation shall be granted in order of Department of Water Resources' seniority of the employees within the appropriate work site.

C. Vacation/holiday requests submitted after March 1 of each year will be considered on a first-come, first-served basis with approval based upon the operational needs of the department.

8.4 Overtime (Replaces Sections 7.4, 7.7, and 12.2) (DWR only)

A. Rotating Shift Changes - Rotating shift employees assigned to a regularly scheduled shift rotation shall not have that permanent shift rotation changed without fifteen (15) calendar days' notice; however, rotating shift employees may exchange shift assignments, with supervisory approval. Failure to provide at least fifteen (15) calendar days advance notice shall result in the employee being paid a premium of one and one-half times the regular rate of pay for the first shift. Shift exchange assignments will be approved if operational needs are met and the exchange does not result in overtime or additional costs to the department.

   Relief-shift employees scheduled to perform relief assignments shall be available for rotating-shift duty on any day of the week and, with eight (8) hours' advance notice provided, may be assigned for the relief of any shift. Failure to provide at least eight (8) hours advance notice shall result in the employee being paid a premium of one and one-half times the regular rate of pay for the shift. This does not apply to call

backs or shifts extended by an order to report early or stay late.

B. Relief Assignment Priorities

1. Use relief employee that is on scheduled day off.

2. Use relief employee on shift (short change) with a minimum of eight (8) hours' notice.

3. Split the eight (8) hour shift by calling in the employee scheduled to work the following shift four (4) hours early, and extending the employee on the prior shift four (4) hours.

   Any time there is less than eight (8) hours' prior notice, priority "3" supersedes priority "1".

C. Scheduling (Replaces section 7.7)

1. Overtime is defined as scheduled time worked in excess of forty (40) hours in one work week.

2. Overtime shall be distributed as equally as practicable among employees who are qualified and available within the appropriate work site.

D. Compensation

Compensation for overtime work will be in accordance with section 7.8, Overtime Compensation.

E. Overtime Meals (Replaces Section 12.2)

1. The State shall provide a meal allowance of up to eight dollars ($8.00) or furnish a meal when a rotating shift employee is required to work at least two consecutive hours prior to or two consecutive hours after their regular work shift.

2. When required to work for extended periods of overtime, for each additional six (6)-hour period, after the rotating shift employee has qualified for the first overtime meal allowance, the employee may be reimbursed for actual meal expenses up to eight dollars ($8.00). No more than three overtime meals may be claimed during a twenty-four (24)-hour period.

F. Only time physically worked shall be considered time worked towards premium overtime in a work week. This means that time spent by an employee on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., need not be counted as time worked for purposes of determining eligibility for premium overtime.

8.5 Holidays (Replaces Article 9) (DWR only)

A. Each calendar year, permanent, full-time DWR employees covered by this section shall be entitled to eleven (11) floating holidays with pay, in lieu of those pre-existing holidays listed below. Holidays shall be accrued and credited on the day of the pre-existing holiday, except for the personal holiday which shall be accrued and credited on July 1 of each year.

B. The pre-existing holidays are: January 1, third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, December 25, and one personal holiday.

C. Employees shall request their holiday time off in advance in accordance with the DWR vacation/holiday scheduling policy. In the event operational needs preclude approval of holiday time off, the employee will be compensated for all unused holiday time. Payment for unused holiday time shall be made on a lump sum hour-for-hour basis at the end of the fiscal year, based upon the employee's current salary.

D. Time during which the employee is excused from work because of holiday, vacation or other paid leave shall not be considered as time worked for the purposes of computing overtime.

E. Only time physically worked shall be considered time worked towards premium overtime in a work week. This means that time spent by an employee on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., need not be counted as time worked for purposes of determining eligibility for premium overtime

8.6 Shift Premium (Replaces Section 2.8) (DWR only)

A. Employees in classifications covered by the DWR Rotating Shift Operations Policy who regularly work rotating shifts shall be paid a shift differential when the shifts are scheduled during the qualifying hours listed below and the employee works the scheduled shift.

   1. Rotating shift employees covered by this section shall be entitled to the Rotating Shift Premium of eighty cents ($.80) per hour in addition to their regular rate of pay when working a scheduled day, evening or night shift.

   2. Employees shall be entitled to an evening shift differential of forty cents ($.40) per hour when four (4) or more hours of the regularly scheduled shift fall between 6:00 p.m. and midnight.

   3. Employees shall be entitled to a night shift differential of fifty cents ($.50) per hour when four(4) or more hours of the regularly scheduled shift fall between midnight and 6:00 a.m. Shift premiums/differentials shall be payable only for hours actually worked and shall not be payable for non-work time such as vacation, sick leave, or other approved absences.

B. However, for administrative ease, the parties agree that the above premiums shall be paid at a combined rate of one dollar ten cents ($1.10) per hour.

   The hourly combined premium rate shall be paid for all hours actually worked, but not for non-work time such as vacation, sick leave, or other approved leave.

8.7 Twelve Hour Shift Schedule (DWR only)

A. Notwithstanding any other provisions of Article 8, there shall be an option for a twelve (12)-hour shift with the following special work day and work shift. Upon IUOE request, a blind election will be held to determine if eighty percent (80%) of the affected rotating shift workers in that field division/POC favor the twelve (12)-hour shift schedule. If so, the twelve (12)-hour shift shall be implemented.

1. This is a twenty-eight (28) day rotating work shift comprised of twelve (12) and eight (8) hour work shifts. Twice during each twenty-eight (28) day rotation at the appropriate time four (4) hours of paid leave credit shall be used to supplement actual work time. The employee shall designate the type of such paid leave credit from holiday, personal leave, vacation or annual leave. However, at employee option he/she may be paid only for hours worked. If the employee lacks any type of paid leave credit, he/she shall be paid only for hours worked.

   Upon the request of IUOE, the Director of DWR or designee shall meet to discuss the revision of rotating shift schedules for rotating shift employees in the appropriate field division/POC. Any sessions held under this section will be consistent with the needs of the State and desires of the employees, and within the existing staffing levels and budgets. Such discussions may also include revision of the locations/facilities/areas within a Field Division for which IUOE may request an election under the provisions of subsection A above.

2. Relief Assignment priorities:

   a. Use relief employee that is on scheduled day off,

   b. Use relief employee on shift (short change) with a minimum of eight hours notice. Failure to provide at least eight (8) hours advance notice shall result in the employee being paid one and one-half times the regular rate of pay for the shift. This does not apply to call backs or shifts extended by an order to report early or stay late.

   c. Use any other employee on scheduled day off except employee on eight (8) day off period.

   d. Use employee on eight (8) day off period.

3. A relief operator who is required to relieve on a scheduled 12-hour shift shall qualify for an overtime meal when the employee is required to work 2 consecutive hours prior to or two (2) consecutive hours after the shift he/she is required to relieve.

4. The supervisor may require the employee to temporarily revert to a 5/8/40 work schedule when necessary (i.e. training, jury duty, military leave or anything that would require the employee to deviate from the twelve (12)-hour shift).

5. When an employee takes paid leave, i.e., vacation, sick leave, etc., their leave balance will be charged the number of hours that they were scheduled to work.

6. Once each twenty-eight (28) day rotation there is a string of four consecutive night shifts. The work week shall begin four hours into the fourth consecutive night shift in the schedule.

7. The Department of Water Resources reserves the right to revert back to the eight (8)-hour shift in 8.2 if in its judgment such action is necessary to maintain the operation of the State Water Project. This includes success in obtaining shift coverage. The department agrees to give affected employees and IUOE notice of its intent to cancel the program and give IUOE the opportunity to discuss this matter. If the issue is not resolved, DWR may cancel the program upon 30 days notice at conclusion of discussions.

8. Upon IUOE request a blind election shall be held to determine if eighty percent (80%) of rotating shift workers in a field division/POC wish to revert back to the eight (8)-hour shift in 8.2 A. If so, the field division will revert back to the 8-hour shift in 8.2 A.

9. If a dispute arises over twelve (12)-hour shift, an employee may grieve it in accordance with section 14 with the Board of Adjustment's decision being the final step. Any dispute involving the interpretation or application of the express terms of this subsection is not subject to arbitration procedure in section 14 of the MOU.

ARTICLE 9 – HOLIDAYS

A. With the exception of those employees covered by the Department of Water Resources rotating shift provisions in Article 8, all full-time employees shall be entitled to ninety-six (96) hours of holiday credit as provided in section "B" and "C" below, and shall receive additional holiday credits for any official holidays declared by the Governor.

B. The holiday credits for full-time employees shall accrue as follows:

On January 1st	8 hours of holiday credit
On the third Monday in January	8 hours of holiday credit
On the third Monday in February	8 hours of holiday credit
On March 31st	8 hours of holiday credit
On the last Monday of May	8 hours of holiday credit
On July 4th	8 hours of holiday credit
On the first Monday of September	8 hours of holiday credit
On November 11th	8 hours of holiday credit
On Thanksgiving Day	8 hours of holiday credit
On the day after Thanksgiving	8 hours of holiday credit
On December 25th	8 hours of holiday credit

C. On July 1st, all permanent employees shall receive eight (8) hours of holiday credit in lieu of a personal holiday credit.

D. Less than full-time employees shall receive holiday credit in accordance with their time base as provided in Addendum 2.

E. Intermittent employees shall receive holiday credit as provided in Addendum 2.

F. Employees excused from work on an observed holiday shall be required to expend holiday credits on the day that a holiday is observed. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall not be considered as time worked by the employee.

G. An employee whose regular day off falls on the observed holiday shall not expend holiday credits for that day.

H. Employees shall request and may receive approval to use holiday credit in accordance with the annual leave or vacation scheduling provisions of this Agreement.

I. Holiday observance for employees scheduled Monday through Friday:

   1. When November 11 falls on a Saturday, the holiday shall be observed on the preceding Friday.

   2. When a holiday other than a personal holiday falls on Sunday, the holiday shall be observed on the following Monday.

J. Holiday observance for employees whose work includes Saturday and/or Sunday:

   Holidays shall be observed on the actual day of occurrence. If an employee's regular work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this article.

K. Employees working on any holiday will be paid in accordance with Government Code 19853 (paid straight time, hour for hour, basis). Full-time and part-time employees who are required to work on the following holidays will be paid one and one half (1 ½) for all hours worked: January 1, last Monday in May, July 4, 1st Monday in September, Thanksgiving day and December 25th.

L. Nothing in this section precludes the employer from offering a cashout program for all or a portion of unused holiday credit. Holiday credit shall be cashed out at the employee's straight time salary rate at the time the payment is made. Cash out programs, if offered, may differ from department to department and employee to employee.

ARTICLE 10 – LEAVES

10.1 Vacation Leave

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

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

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

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under item "A" above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full time accrue vacation in accordance with the applicable DPA rules.

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty. Whenever the employee's vacation accumulation exceeds or is projected to exceed six hundred forty (640) hours by December 31 of any calendar year, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use sufficient vacation hours to reduce the accumulation below six hundred forty (640) hours by the end of that year or the subsequent year. If the employee does not use the time as planned for reasons other than those listed above or fails to submit a plan, the department head or designee may then order the employee to take vacation in amounts up to the number of hours required to reduce the employee's accumulation below six hundred forty (640) at the convenience of the department.

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

F. The time when vacation shall be taken by the employee shall be as approved by the department head or designee.

G. Except where operational needs require otherwise, employees shall be entitled to use their vacation credits at the time of their choice. Requests for use of vacation credits shall not be unreasonably denied. Where two or more employees request the same vacation time on the same day and the department head or designee cannot grant the vacation time to all employees requesting it, vacation requests shall be granted in order of seniority (length of service within the department).

H. Each department head or designee will make every effort to act on vacation requests in writing as quickly as possible but should not exceed four (4) days from receipt of the request.

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

J. Unit 12 employees are authorized to use existing fractional vacation hours that may have been accumulated.

10.2 Sick Leave

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

1. Illness or injury, including illness or injury relating to pregnancy.

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

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

4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) work days per occurrence or, in extraordinary situations, to the time necessary for care until physician, or other care can be arranged.

B. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in Bargaining Unit 12 shall earn eight (8) hours of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

C. Credit for less than full-time employees shall be computed as follows:

1. Part-Time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in Bargaining Unit 12 shall be allowed, on a pro rata basis, the fractional part of eight (8) hours of credit for sick leave with pay.

2. Multiple Positions. Under this rule:

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

b. Where an employee holds two (2) or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved.

E. An employee shall not be required to provide a physician's verification of sick leave when he/she uses up to two (2) consecutive days of sick leave except when:

1. the employee has a demonstrable pattern of sick leave abuse; or

2. the supervisor believes the absence was for an unauthorized reason; or

3. the employee has an above average use of sick leave.

F. Sick leave may be accumulated without limit.

G. Sick leave may be requested and taken in fifteen (15) minute increments.

10.3 Annual Leave Program

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

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

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

1. Part-time and hourly employees shall accrue proportional annual leave credits in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of their enrollment in annual leave, in accordance with applicable laws, rules, or memorandum of understanding.

2. All provisions necessary for the administration of this section shall be provided by DPA rule or memorandum of understanding.

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

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

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

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued time because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

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

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

H. Except where operational needs require otherwise, employees shall be entitled to use their Annual Leave credits at the time of their choice. Requests for use of Annual Leave shall not be unreasonably denied. Where two or more employees request the same Annual Leave time on the same day and the department head or designee cannot grant Annual Leave time to all employees requesting it, Annual Leave requests shall be granted in order of seniority (length of service within the department).

I. Each department head or designee will make every effort to act on annual leave requests in writing as quickly as possible but should not exceed 4 days from receipt of the request.

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article 10.2, Sick Leave, of this Agreement.

K. The enhanced non-industrial disability insurance (ENDI) in section 3.12 applies only to those in the annual leave program described above in this section.

L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

10.4 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time State employee due to the death of his/her parent, step parent, spouse, child, grandchild, grandparent, brother, sister, step child, adopted child or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of an aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

C. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of CTO, annual leave, vacation, personal leave, holiday credit or authorized leave without pay.

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

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base in accordance with Addendum 2 of this agreement.

10.5 Parental Leave

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, child birth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year from the birth of the child. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

   1. If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one year timeframe are permissive and may be considered by the department head or designee.

   2. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee in accordance with Article 9, section 9.8, Unpaid Leave of Absence.

B. A male spouse, male parent, or domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year from the birth of the child to care for his newborn child. The employee shall provide medical substantiation to support his request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

   1. If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one year timeframe are permissive and may be considered by the department head or designee.

   2. If the request for parental leave is made more than thirty (30) days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee in accordance with Article 9, section 9.8, Unpaid Leave of Absence.

C. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental and vision benefits. The cost of these benefits shall be paid by the employee at the group rate.

10.6 Adoption Leave

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

B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue health and dental benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

10.7 Transfer of Leave Credits

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave Act, Pregnancy Disability Leave, parental leave or adoption leave as indicated in the relevant articles of this agreement. Donations may be made by a child, step child, adopted child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, brother, sister, or other person residing in the immediate household.

B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, step child, adopted child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, spouse's or domestic parther's parent, brother, sister, or other person residing in the immediate household.

C. For the purposes of transferring leave credits the following definitions shall apply:

1. Sick leave credits cannot be transferred;

2. The receiving employee has exhausted all leave credits;

3. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation or annual leave.

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

5. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the receiving department, the total leave credits received may be up to six (6) months;

6. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

7. This section is not subject to the Grievance and Arbitration Article of this Agreement.

10.8 Catastrophic Leave - Natural Disaster

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

A. Sick leave credits cannot be transferred.

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

C. The receiving employee has exhausted all vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the governor.

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

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

F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

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

H. This section is not subject to the Grievance and Arbitration article of this Contract.

10.9 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes any necessary travel time.

B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.

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

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

E. In department work units with multiple shift operations, employees on a graveyard or swing shift shall be reassigned to day shift for duration of the jury duty. Employees on the day shift shall be reassigned to the swing or graveyard shift (if the work unit has a swing or graveyard shift) during their assignment to night jury duty.

F. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as county grand jury. If approved by the department, paragraphs C and D apply.

G. In the event of a mandatory reassignment as described in Paragraph E, the State reserves the right to concurrently reassign the least senior employee from another shift to ensure adequate coverage on all shifts. For purposes of this section, seniority shall be determined as service within the classification, within the department on a shift that would not result in another shift change. Once the jury duty obligation has been fulfilled, the employer shall return both employees to their former shift assignments.

H. Employees on alternate work schedules shall be changed to a 5/8/40 schedule during jury duty.

10.10 Union Leave

A. During the term of this agreement, IUOE shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a IUOE representative. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

1. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

2. IUOE agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave.

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

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

5. Employees on a Union leave shall suffer no loss of compensation or benefits.

6. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.

7. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

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

10.11 Mentoring Leave

A. Eligible Unit 12 employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.

B. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, holiday credit, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave", he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

E. In order to be eligible for "mentoring leave," an employee must:

   1. Have a permanent appointment (~~"p~~ermanent" means an employee who has successfully passed probation in the current class or any prior appointment);

   2. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

F. In addition, an employee is not eligible to receive mentoring leave if;

   1. He or she is assigned to a ~~"p~~ost" position in the Department of Corrections and Rehabilitation; or

2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education, and Veterans' Affairs.

G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of "mentoring leave" per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.

H. Any appeals and/or disputes regarding this section shall be handled in accordance with the grievance procedure specified in Article 14 of this Contract.

10.12 Release Time for State Personnel Board Hearings

Upon two working days' advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above who is scheduled to work a swing or graveyard shift on the day preceding or following an SPB hearing.

10.13 Release Time for Commercial Driver's License Examination

A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

1. The employee is required to have the designated commercial driver's license and endorsement(s);

2. the examination is scheduled during the employee's scheduled work hours;

3. the examination does not interfere with operational needs of the department; and

4. the employee has a valid current medical certification, acceptable to DMV.

   If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

10.14 Unpaid Leave of Absence

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

B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

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

   1. Union activity;

   2. for temporary incapacity due to illness or injury;

   3. to be loaned to another governmental agency for performance of a specific assignment;

   4. to seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;

   5. education; or

   6. research project.

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

E. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) based on departmental business needs, prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

10.15 Personal Leave

A. Personal leave on a employee’s leave account shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave.

B. Upon permanent separation from State employment, an employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave.

C. Nothing in this section precludes the employer from offering a cash out program for all or a portion of unused personal leave. Personal leave credit shall be cashed out at the employee’s salary rate at the time the personal leave payment is made. Cash out programs, if offered, may differ from department to department and employee to employee.

10.16 Personal Leave Program 2010

A. Effective with the pay period following Legislative ratification and then continuing for 12 months, full time bargaining unit employees shall be subject to a Personal Leave Program (PLP 2010) eight (8) hours per month in the manner outlined below:

1. Effective with the pay period following Legislative ratification and then continuing for 12 months, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged.

   Each full-time employee shall continue to work his/her assigned work schedule.

2. Each full time employee shall be credited with eight (8) hours of PLP 2010 time on the first day of each pay period beginning with the pay period following Legislative ratification and then continuing for 12 months. The leave credits shall be credited to the employee's PLP 2010 leave balance.

3. The use of the PLP 2010 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2010 time is scheduled and taken prior to July 1, 2014. PLP 2010 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2010 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2010 time off to meet the intent of this section. PLP 2010 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 10 (Leaves).

4. Time during which an employee is excused from work because of PLP 2010 time shall not be considered as ~~ti~~me worked" for purposes of determining the number of hours worked in a work week.

5. PLP 2010 time shall have no cash value and may not be cashed out. Employees have until July 1, 2014 to use all PLP 2010 time. Any unused PLP 2010 time shall be void after June 30, 2014. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2010.

B. The PLP 2010 program shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the flex-elect cash option.

C. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2010 and shall be based on the unchanged salary rate.

D. Service calculation for purposes of retirement allowances for employees participating in the PLP 2010 program shall be based on the amount of service that would have been credited-based on the unchanged salary rate.

E. The PLP 2010 reduction shall not affect transfer determinations between state civil service classifications.

F. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis consistent with their time base.

G. Seasonal employees are not subject to the PLP 2010.

H. Disputes regarding the denial of the use of PLP 2010 time may be appealed using the grievance procedure. The decision by the Department of Personnel Administration shall be final and there may be no further appeals.

I. All Permanent Intermittent employees salary shall be subject to the proration of salary and PLP 2010 credits pursuant to the chart below:

Hours Worked During Pay Period			Salary Reduction In Hours	PLP 2010 Credit
0	-	10.9	0	0
11	-	30.9	1	1
31	-	50.9	2	2
51	-	70.9	3	3
71	-	90.9	4	4
91	-	110.9	5	5
111	-	130.9	6	6
131	-	110.9	7	7
151	or	over	8	8

J. Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP 2010 Program for that month.

ARTICLE 11 – RETIREMENT

11.1 First Tier Retirement Formula (2% at age 55) and New 2010 First Tier Retirement Formula (2% at age 60)

A. The Union and the State agree to support legislation that provides the following changes to the retirement formula and employee retirement contributions.

Effective the pay period following legislative ratification, First Tier retirement members first employed by the state and qualify for CalPERS membership would be

subject to the "New 2010 First Tier Retirement Formula." The New 2010 First Tier retirement formula would not apply to:

- Former state employees who return to state employment on or after the pay period following legislative ratification.
- State employees hired prior to the pay period following legislative ratification who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence who return to active employment on or after the pay period following legislative ratification.
- Persons who are already members or annuitants of the California Public Employees Retirement System.
- Persons excluded from CalPERS membership.

B. The table below lists the current and New 2010 First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS (2% AT AGE 55)	NEW 2010 STATE FACTORS (2% AT AGE 60)
50	1.100	1.092
51	1.280	1.156
52	1.460	1.224
53	1.640	1.296
54	1.820	1.376
55	2.000	1.460
56	2.063	1.552
57	2.125	1.650
58	2.188	1.758
59	2.250	1.874
60	2313	2.000
61	2.375	2.134
62	2.438	2.272
63 and over	2.500	2.418

C. There are factors for attained quarter ages, such as 52 ¾. The-retirement quarter age benefit factors will apply for service rendered on and after the effective date of January 1, 2000. The quarter factors will also apply to past service that is credited under the First Tier, New 2010 First Tier, and the Modified First Tier.

D. Effective the pay period following legislative ratification, miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute ten percent (10%) of monthly compensation in excess of five hundred thirteen dollars ($513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP plan not subject to social security shall contribute eleven percent (11%) of monthly compensation in excess of three hundred seventeen dollars ($317) for retirement.

E. New employees hired on or after the pay period following legislative ratification, will, after completion of participation in the Alternate Retirement Program, be subject to the 2% at age 60 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to the pay period following legislative ratification, will remain subject to the 2% at age 55 retirement formula. Employees in employment prior to January 1, 2007, will remain subject to the 2% at age 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

The State and Union agree to support legislation that changes the employee retirement contributions for Miscellaneous and Industrial members effective the pay period following legislative ratification. The State and Union also agree to support legislation that changes the retirement formula and method of computing the average annual compensation earnable for New Miscellaneous and Industrial members hired on or after the pay period following legislative ratification, inclusive of those in the Alternate Retirement Plan.

11.2 First Tier Eligibility for Employees in Second Tier

A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, ninety-five percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from ninety-six (96) months (8 years) to one hundred forty-four (144) months (12 years) or up to one hundred eighty (180) months (15 years), and allowing employees to purchase partial amounts of service.

C. New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he or she would remain in the First Tier plan.

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

11.3 Retirement Formula for Safety Members

A. The Union and the State agree to support legislation that provides the following changes to the retirement formula and employee retirement contributions.

Effective the pay period following legislative ratification, State Safety retirement members first employed by the state and qualify for CalPERS membership would be subject to the ~~"~~New 2010 State Safety Retirement Formula." The new 2010 state safety retirement formula would not apply to:

- Former state employees who return to state employment on or after the pay period following legislative ratification.
- State employees hired prior to the pay period following legislative ratification who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence who return to active employment on or after the pay period following legislative ratification.
- Persons who are already members or annuitants of the California Public Employees Retirement System.
- Persons excluded from CalPERS membership.

B. The table below lists the current and New 2010 State Safety age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS (2.5% AT AGE 55)	NEW 2010 STATE SAFETY FACTORS (2% AT AGE 55 up to 2.5% AT AGE 60)
50	1.700	1.426
51	1.800	1.522
52	1.900	1.628
53	2.000	1.742
54	2.250	1.866
55 and over	2.500	2.000
56	N/A	2.100
57	N/A	2.200
58	N/A	2.300
59	N/A	2.400
60 and over	N/A	2.500

The factors at age fifty-five (55) apply to each quarter age thereafter. Service Retirement is limited to eighty percent (80%) of final compensation.

C. There are factors for attained quarter ages, such as 52 ¾. The quarter retirement age/benefit factors apply for service rendered on and after the effective date of January 1, 2000. The quarter factors also apply to past service that is credited under the State Safety retirement category.

Effective the pay period following legislative ratification, State safety members shall contribute eleven percent (11%) of monthly compensation in excess of three hundred seventeen dollars ($317).

New employees hired on or after the pay period following legislative ratification, will be subject to the 2% at age 55 up to 2.5% at age 60 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to the pay period following legislative ratification will remain subject to the 2.5% at age 55 retirement formula. Employees in employment prior to January 1, 2007, will remain subject to the 2.5% at age 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

The State and Union agree to support legislation that changes the employee retirement contributions for State Safety Members effective the pay period following legislative ratification. The State and Union also agree to support legislation that changes the retirement formula and method of computing the average annual compensation earnable for New State Safety Members hired on or after the pay period following legislative ratification.

11.4 Employer Pick-Up of Employee Retirement Contribution

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

Implementation of section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this section.

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

   1. "Employees". The term "employees" shall mean those employees of the State of California in Bargaining Unit 12 who make employee contributions to the PERS retirement system.

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

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

4. "Gross Income". The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 12 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

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

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

B. Pick Up of Employee Contributions.

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

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

3. Employee contributions made by the employer under the first paragraph of this section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

C. Wage Adjustment.

Notwithstanding any provision of this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. Limitations to Operability.

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. Non-Arbitrability.

The parties agree that no provisions of this section shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

11.5 401(K) Deferred Compensation Program

Employees of Unit 12 are` to be included in the State of California, Department of

Personnel Administration, 401(K) Deferred Compensation Program.

11.6 Alternative Pre-retirement Death Benefit

The Union agrees to support legislation that would provide State employees with an improved ―alternative pre-retirement death benefit" and for the ability for the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

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

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

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

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

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

d. For purposes of this section, ―State service" means service rendered as a State employee, as defined in section 19815. This section shall not apply to any contracting agency or to the employees of any contracting agency.

B. Section 21547.5 is added to the Government Code, to read:

21547.5. For any survivor or child receiving 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 if his or her death had occurred on and after the amendment effective date of section 21547. The adjusted

amount would be payable only on and after that amendment effective date.

C. Section 22811.6 of the Government Code is repealed.

D. Section 22957.5 of the Government Code is repealed.

11.7 1959 Survivor's Benefits (fifth level)

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

B. The contribution for employees covered under this new level of benefits will be consistent with Government Code 21581. The rate of contribution for the State will be determined by the PERS board.

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

1.	A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse	$1,800
2.	A spouse with one eligible child, or two eligible children not in the care of the spouse	$1,500
3.	One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62	$750

11.8 Items Excluded from Compensation for Retirement Purposes

The following items are hereby excluded from compensation for purposes of retirement contributions in accordance with provisions of Government Code section 20022.

SECTION	TITLE
4.3	Footwear Allowance
4.8	Safety Incentive Award program - Caltrans and DWR
4.9	Department of General Services Incentive Award Program
4.10	DelMar
12.3	Class A & B Commercial Driver's License Medical Examinations
12.4	Class A and/or B Driver's License Fee Reimbursement
12.5	Agricultural Pest Control License
12.6	Tool Allowance
12.7	Uniform Reimbursement
12.8	Uniform Reimbursement - CDF
12.9	Uniform Reimbursement – DPR
12.10	Transportation Incentives

11.9 Feasibility Study for Long Term Disability Benefits

During the term of this Contract, the parties agree to review available options that provide long term disability type benefits for employees injured while performing assigned State duties in the State highway right-of-way.

11.10 Special Death Benefits – CalTrans Highway Workers

Pursuant to Government Code Section 21537.5, the Special Death Benefit is payable to State miscellaneous members in State Bargaining Unit 12 and employed by the Department of Transportation.

A. The death must have occurred as a direct result of injury arising out of and in course of his or her official duties with the department working on the California Highway system performing highway maintenance, and if there is a survivor who qualifies under Section 21541(b).

B. Workers' Compensation Appeals Board shall make determinations in disputed cases regarding whether the death of the member occurred as a result of that injury.

C. The jurisdiction of the Workers' Compensation Appeals Board shall be limited solely to the issue of industrial causation, and this section may not be construed to authorize the Workers' Compensation Appeals Board to award costs against the system pursuant to Section 4600, 5811 or any other provision of the Labor Code.

If an employee (survivor) is entitled to receive the benefits provided under this article then the employee (survivor) is not entitled to receive the benefits under Article 3.13 Highway Maintenance Worker Life Insurance listed in this contract.

11.11 CalPers Transparency

To help ensure the sustained funding and solvency of the retirement system and payment of future retirement benefits for this bargaining unit, the union agrees that it will not oppose legislation that requires CalPERS use supportable assumptions and data and that those should be evaluated by another party agreeable by DPA and the Union.

The Governor proposes legislation to: (1) require the CalPERS Chief Actuary to submit a report that in plain language describes (i) the investment return it assumes for projecting contributions and liabilities, (ii) the market value of its assets and how that value differs from its chosen actuarial value for those assets, and (iii) contributions and liabilities based on investment return assumptions both lower and higher than the actual investment return assumption; (2) require a third party (to be determined) to evaluate this report and provide its opinion of the report to the Legislature; and (3) require the Legislature to review these reports.

11.12 Prefunding of Postretirement Health Benefits

Pursuant to the recommendations of the Public Employee Post-Employment Benefits Commission, the parties recognize the importance of beginning to prefund liabilities for retiree health benefits. The State and Union hereby agree to share in the responsibility toward beginning the prefunding of these liabilities for members of Bargaining Unit 12; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

1. Beginning July 1, 2012, employees shall contribute 0.5% of base salary toward prefunding of retiree health benefits.
2. Employee contributions shall be deducted from employee salary on a pre-tax basis.
3. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
4. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

The Governor's Public Employee Post-Employment Benefits Commission made recommendations regarding the need to prefund retiree health care obligations. This agreement represents a first step toward achieving that goal.

The parties agree to support any legislation necessary to initiate prefunding of retiree health care obligations.

ARTICLE 12 – ALLOWANCES AND REIMBURSMENTS

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 DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of twenty-five dollars ($25) or more require a receipt; receipts may be required for items of expense that are less than twenty-five dollars ($25). When receipts are not required to be submitted with the claim, it is the employee responsibility to maintain receipts and records of their actual expenses. Each State agency shall determine the necessity for and method of travel.

A. **Meals/Incidentals -** Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the 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 expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs 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 $6.00	
Lunch	Up to 10.00	
Dinner	Up to 18.00	
Incidentals	Up to 6.00	(Every full 24 hours of travel)
TOTAL	**$40.00**	

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, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

   a. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

   b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 am	breakfast may be claimed

Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	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 twenty-four (24)-hour period.

c. For continuous travel of less than twenty-four (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 pm and ends at or after 7 pm - 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 receipt.

1. **Regular State Business Travel**

a. Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct State business:

- actual lodging up to eighty-four dollars ($84.00) plus applicable taxes.

b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging up to one hundred ten dollars ($110) plus applicable taxes.

c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars ($140) plus applicable taxes.

2. **State Sponsored Conferences or Conventions**

a. for receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

b. Statewide, with a lodging receipt: Actual lodging up to one hundred ten dollars ($110) plus applicable taxes.

3. **Non-State Sponsored Conferences or Conventions**

a. for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

b. Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA 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 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 long-term visitor.

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 employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars ($200) per month.

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

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars ($1130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars ($10.00) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars ($5.00) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
- Long-term subsistence rates of twenty-four dollars ($24.00) for actual meals and incidentals and twenty-four dollars ($24.00) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars ($24.00) for actual meals or twenty-four ($24.00) for receipted lodging for travel less than twelve (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 twelve dollars ($12.00) for actual meals and incidentals and twelve dollars ($12.00) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars ($12.00) for actual meals or twelve dollars ($12.00) for receipted lodging for travel less than twelve (12) hours at the long-term location.

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 above. Failure to furnish lodging receipts will 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 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 DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. 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. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

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. **Specialized Vehicles** – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim reimbursement at the Federal Standard Mileage Rate (FSMR),with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3. **Private Aircraft Mileage** – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of fifty (50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

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

G. **Receipts:** Receipts or vouchers 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. Street car, 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, telegraph, tax or other business charges related to State business of five dollars ($5.00) or less.

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

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

H. If any reimbursements are increased for excluded employees, the increase will be afforded to Unit 12 employees.

12.2 Overtime Meal Allowance

A. The State shall provide Unit 12 employees with a meal allowance or furnish a meal when the employee is required to work at least two consecutive hours prior to or two consecutive hours after their regular work shift. When a meal is not provided by the State, the State will reimburse the employee up to eight dollars ($8.00) for the cost of purchasing a meal.

   1. In the event that an employee works an additional six overtime hours after qualifying for the first overtime meal, the State will reimburse the employee up to eight dollars ($8.00) for the cost of purchasing a second meal if the State does not provide a meal.

   2. Departments may require receipts from employees as substantiation for reimbursement of overtime meal expenses. If a department requires a receipt, such receipt must clearly show the cost of the meal or food items purchased, the date of purchase, and the establishment where the purchase was made. In departments that require receipts, reimbursement may not be made without valid supporting receipts.

   3. Employees who are on travel status and are being reimbursed for meals under the business and travel expense provisions of this MOU will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

B. Overtime Meals - Department of Transportation

   1. Section 12.2.A above does not apply to Unit 12 employees in Department of Transportation. This section shall be known as the in lieu meal allowance.

   2. Department of Transportation employees whose regular work day has been extended by two (2) or more hours shall receive a $6.00 overtime meal allowance without receipts unless the State provides a meal. Employees are eligible for a second overtime meal in a day provided they work an additional six overtime hours after qualifying for the first overtime meal. No overtime meal allowance will be paid to employees who are working overtime on a regular day off unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled work days.

   3. No in lieu meal allowance shall be paid to employees for call back work unless the employees actually work two (2) or more hours contiguous to their normal work day.

   4. Department of Transportation employees who are on travel status and are being reimbursed for meals under the business and travel expense provisions of this Agreement will not receive a meal at State expense nor be reimbursed for overtime meals.

C. Overtime Meal Allowance - Department of Corrections and Rehabilitation

1. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six-hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24)-hour period.

2. Unit 12 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Agreement, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

4. The value of the meal ticket at the institution snack bar or employee dining room shall be established by the management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

5. The employee may use the meal ticket as provided in a. and b. below:

   a. If the employee chooses to use the assigned meal ticket at the employee's snack bar or dining room, the employee must use it within twenty-four (24) hours of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedures as outlined in b. below.

   b. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the meal ticket to a State Form 262 Travel Expense Claim. Employees requesting reimbursement under this option will receive $6.00, regardless of the value assigned to the meal ticket by local management. The Form 262 must be submitted within one hundred twenty (120) days of the date the overtime meal was earned. The Form 262 shall be paid within sixty (60) days from the date of submission.

   c. Employees in assignments which do not allow the State to provide a meal ticket shall submit a Form 262 that provides the date and times they worked the overtime, to receive the six dollars ($6.00) reimbursement for overtime meal allowances earned. The Form 262 must be submitted within one hundred twenty (120) days of the date the overtime meal was earned.

12.3 Class A and Class B Commercial Driver's License Medical Examinations

A. Effective with the signing of this agreement, the State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

B. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

1. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and

2. A second medical examination is authorized and conducted; and

3. The second medical certification is accepted by DMV.

The State will not reimburse the employee for a second medical that sustains the results of the first. Costs for additional medical re-examination shall be the responsibility of the affected employee.

12.4 Class A and/or Class B Driver's License Fee Reimbursement

A. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

1. The employee is authorized at least 10 work days in advance by his/her supervisor to take the examination;

2. The employee has a valid, current medical certification acceptable to the Department of Motor Vehicles (DMV).

3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

C. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

D. Reimbursement for commercial driver's license fees paid by an employee will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular non-commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

12.5 Agricultural Pest Control Licenses

A. The employer will reimburse employees for filing, examination, and renewal fees associated with obtaining an appropriate Agricultural Pest Control License as defined in Food and Agriculture Code section 12201 et seq., provided:

   1. the employee is authorized in advance to take the exam or renew the certificate; and

   2. the employee successfully passes the required examination and is issued the certificate.

B. Employees that frequently spray are considered "authorized" under "1" above without further approval. Supervisors may authorize employees who do not meet these criteria to obtain or renew a license and be reimbursed.

12.6 Tool Allowance

A. The State will pay a tool allowance annually to permanent, full-time employees in the classes listed below who are required to purchase and maintain their own tools as a condition of employment, provided they have at work the minimum complement of tools specified by their employer. It is recognized that as professional craftspersons, employees who provide their own tools are expected to have the right kinds of hand tools required for their particular work assignment.

CLASS	ANNUAL ALLOWANCE
Heavy Equipment Mechanic	$575
Caltrans Equipment Mechanic	$575
Caltrans Heavy Equipment Mechanic Lead Worker	$575
Heavy Equipment Electrician	$315
Lead Heavy Equipment Electrician	$315
Mechanics Helper	$325
Mechanics Helper, DGS	$325
Fusion Welder	$325
Heavy Equipment Body Worker/Painter	$325
Sheet Metal Worker	$235
Automobile Mechanic, Caltrans	$465
Automobile Mechanic, DWR	$465
Automobile Mechanic, DGS	$465
Automobile Mechanic, DPR	$465
Automobile Mechanic Trainee, DGS	$465
Lead Automobile Mechanic, DGS	$465
Service Assistant (Automotive)	$465

CLASS	ANNUAL ALLOWANCE
Machinist and Equipment Fabricator	$315

B. The tool allowance for Heavy Equipment Mechanic Apprentice is as follows:

1. After twelve (12) months of full-time service in the class and advancing two ranges in the apprentice program, the State will pay the employee two hundred seventy-five dollars ($275).

2. After advancement to each subsequent range, the State will pay the employee two hundred seventy-five dollars ($275).

3. After receiving a permanent full-time appointment to Heavy Equipment Mechanic, the State will pay the employee three hundred twenty-five dollars ($325).

C. The State may pay a tool allowance to any permanent, full-time employee not in the above-listed classes who is required to provide his or her own tools as a condition of employment. The amount of the tool allowance will be determined through the meet and confer process between the State and IUOE.

D. The tool allowance for all classes listed in paragraph A. above will be paid in September of each year to all eligible employees who are on the payroll as of the first day of the August pay period.

E. At any time during the life of this Agreement, the employer may elect to provide tools to Unit 12 employees currently receiving a tool allowance and stop paying the tool allowance to those employees.

F. If an employee in the trades (i.e., plumber, carpenter, electrician, mechanic or painter) who receives employer-provided hand tools believes the tools do not meet the standards contained in the Department of General Services hand tool specifications, the employee may request his or her supervisor to verify that the hand tools do meet those standards. If the hand tools do not meet the standards, and where the specific tools are reasonably available, they shall be replaced with tools consistent with the specifications.

G. Employees covered in sections A, B or C above shall provide an inventory of tools which shall be maintained at the work facility in a format deemed acceptable by local management.

H. The State will support the Victims Compensation and Government Claims Board claim of any employee covered in sections A. B., OR C. above when State-required personal tools are stolen while the employee is performing assigned duties or are stolen while stored in a State facility or vehicle provided the employee immediately reports the loss to his or her supervisor and an investigation of the incident verifies that the employee had an approved tool inventory on file and had taken reasonable care to secure the tools. The State's liability under this provision is limited to the replacement value of stolen tools listed on the employee's approved tool inventory. Recovered stolen tools that are positively identified belong to the State if the Victims Compensation and Government Claims Board has approved a claim for their replacement.

I. If an employee elects to use his or her own tools as a matter of preference over State-issued tools, the State will neither pay a tool allowance for employee-preference tools nor support a Victims Compensation and Government Claims Board claim should these employee-preference tools be stolen.

12.7 Uniform

A. Any State Agency requiring Unit 12 employees to wear a specific uniform or work clothing, except for safety and security reasons, shall provide said clothing at no cost to the employee. Except 12.8 12.9.

12.8 Uniform Reimbursement - CDF

The uniform reimbursement for the California Department of Forestry and Fire Protection shall not exceed four hundred fifty dollars ($450). ―Uniform" means outer garments, including appropriate work footwear, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, position, or time in service. Unit 12 employees shall be responsible for the purchase of required uniforms as a condition of employment. Unit 12 employees shall wear their required uniforms only in an official capacity.

12.9 Uniform Reimbursement - DPR

A. When the State requires a uniform to be worn and does not provide for such a uniform, the State will authorize, based upon the employee submitting a receipt, a uniform reimbursement for up to four hundred fifty dollars ($450.00) per year. ―Uniform" means outer garments, including required boots, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, position, or time in service. Unit 12 employees shall be responsible for the purchase of required uniforms as a condition of employment. Unit 12 employees shall wear their required uniforms only in an official capacity.

B. Uniform reimbursement shall not be considered compensation for retirement purposes.

C. The uniform replacement allowance anniversary date for permanent full-time employees in the Department of Parks and Recreation shall continue to be February 1 of each year. Employees will receive their allowance based on that date in accordance with existing State laws, rules and regulations. Employees who do not have one full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.

D. All permanent intermittent and part-time Unit 12 employees in the Department of Parks and Recreation will continue to receive uniform reimbursement allowances in accordance with existing laws, rules and regulations.

E. Employees will normally receive their uniform reimbursement allowance within 60 days of their anniversary date or date the employee submits his/her Uniform Replacement Allowance Certificate with necessary receipts, whichever is later.

F. During the life of the Contract, the Department of Parks and Recreation will not change uniform items for Unit 12 employees except where necessary due to the unavailability of uniform items. If the cost of the replacement item required under this section is greater than the cost of the item being replaced, the Department will notice the Union and meet on the impact of the change before employees are required to purchase the new item.

G. Within sixty (60) days of the effective date of this agreement, the Department shall establish a Maintenance Uniform Committee with a composition of four management or supervisory representatives appointed by the Department and four rank and file representatives appointed by the Union. This committee shall make recommendations to the Department on uniform issues for maintenance personnel. Committee members shall serve on the committee with no loss of compensation.

12.10 Transportation Incentives

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

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty five dollars ($65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty five dollars ($65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

C. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty five dollars ($65) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred dollars ($100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary van pool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty five dollars ($65) per month or in the case of the primary van pool driver, the one hundred dollars ($100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

E. For the term of this agreement, the parties agree that the State may increase parking rates in existing lots, in urban congested areas, no more than twenty dollars per month above the current rate charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.

F. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

G. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

12.11 Moving Expenses

Whenever an employee is reasonably required to change his or her place of residence, the State shall reimburse the employee in accordance with existing administrative regulations. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Agreement.

ARTICLE 13 – ORGANIZATIONAL SECURITY

13.1 Dues Deduction and Security

A. It is the intent of this section to provide for payroll deductions of IUOE members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to IUOE all authorized deductions from all IUOE members within Unit 12 who have signed an approved authorization card for such deductions on a form provided by IUOE less actual administrative costs incurred by the State Controller.

1. The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not then relieve an employee from the Agency Shop provisions of this Agreement.

2. The amount of dues deducted from IUOE members' pay warrants shall be set by IUOE and changed by the State upon written request of IUOE.

3. IUOE agrees to indemnify, defend, and hold the State harmless against all claims made of any nature and against any suit instituted against the State arising from its check-off for IUOE dues.

13.2 Agency Shop

A. Since IUOE has certified it has an IUOE membership of at least fifty percent (50%) of the total number of full-time employees in Unit 12, IUOE is allowed to collect a "Fair Share" fee from non-IUOE members who are employees in Bargaining Unit 12. Membership in IUOE or payment of the IUOE Fair Share fee is not a condition of State employment.

B. Effective with the beginning of the first pay period following ratification of this Agreement by the Legislature and the Union the State employer agrees to deduct and transmit to IUOE all deductions authorized on a form provided by IUOE and, pursuant to Government Code section 3515.7, to deduct and transmit to IUOE all Fair Share fees from State employees in Unit 12 who do not elect to become members of IUOE. Such authorized dues deduction and Fair Share fees shall be remitted monthly to IUOE along with an adequate itemized record of deductions. IUOE shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of Fair Share fees and IUOE agrees to indemnify, defend, and hold the State employer harmless for any such action.

C. Any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement, with a copy to the State Controller. Employees who withdraw from IUOE shall be subject to paying an IUOE Fair Share fee as provided above.

D. The amount of membership dues and Fair Share fees shall be set by IUOE and changed by the State upon written notice from IUOE. IUOE agrees to notice all affected employees any time there is a change in membership dues or Fair Share fees.

E. Under no circumstances is membership in IUOE or payment of IUOE Fair Share fees a condition of State employment for employees covered by this Agreement.

F. An employee who pays a Fair Share fee shall be entitled to fair and impartial representation by IUOE. A breach of this duty shall be deemed to have occurred if IUOE's conduct in representation is arbitrary, discriminatory, or in bad faith.

G. IUOE agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations board (PERB) and to employees in Unit 12, within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of IUOE. In the event of failure to comply with this section, any employee in Unit 12 or the State employer may petition the PERB for an order compelling compliance.

H. IUOE agrees to notify any State employee who pays a Fair Share fee of his/her right to demand and receive from IUOE a return of any part of that fee paid by him/her which represents the employee's traditional pro rata share of expenditures by IUOE that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of IUOE.

I. A Fair Share form of organizational security enacted pursuant to this Article may be rescinded by a majority of employees in Unit 12, provided that (a) a request for such vote is supported by a petition containing the signature of at least thirty percent (30%) of the permanent full-time employees in the unit; (b) the vote is by secret ballot; (c) the vote may be taken at any time during the term of this Agreement. If the PERB determines that the appropriate number of signatures has been collected, it shall conduct the vote in a manner which it shall prescribe.

J. No provision in this Article shall be subject to the grievance and arbitration procedure contained in this Agreement.

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE

14.1 Purpose

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

B. The purposes of this procedure are:

1. To resolve grievances and complaints informally at the lowest possible level.

2. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

14.2 Definitions

A. A grievance is a dispute of one or more employees or a dispute between IUOE and the State involving the interpretation, application or enforcement of the provisions of this Agreement, or involving a law, policy or procedure concerning employment-related matters not covered in this Agreement and not under the jurisdiction of the State Personnel Board (SPB).

B. As used in this procedure, the term immediate supervisor" means the individual identified by the department head.

C. As used in this procedure, the term party" means IUOE, an employee or the State.

D. An IUOE representative" refers to an employee designated as an IUOE steward or a paid staff representative.

E. Days" means calendar days exclusive of Saturdays, Sundays and State recognized holidays as defined in the Holidays section of this Agreement.

14.3 Waiver of Time Limits/Steps

A. Any level of review or any time limit established in this procedure may be waived or extended by mutual agreement of the State's representative and IUOE's representative. Beginning with any formal level, if the employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

B. If the State fails to respond to a grievance within the time limits specified for that step, without prior Union agreement and/or extension, the grievant shall have the right to appeal to the next step.

14.4 Presentation

At any step of the grievance procedure the parties, by mutual agreement, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or an IUOE employee representative or both may attend without loss of compensation. All parties recognize that it is mutually beneficial to resolve disputes as informally as possible. When informal resolution is not possible, a formal grievance may be filed.

14.5 Grievance and Arbitration Procedure – Department of Transportation

A. All grievances will be initially filed with the Chief, Division of Labor Relations Step 1, not the Department head designee.

B. The Chief, Division of Labor Relations will have thirty (30) working days after the formal grievance is received to respond in writing to the grievance, except,

C. The Chief, Division of Labor Relations will have ten (10) working days to respond in writing to any grievance filed under section 14.12 – Health and Safety Grievances.

D. The Chief, Division of Labor Relations will have sixty (60) working days to respond in writing to any grievance filed under section 18.2 – Out of Classification Assignments.

E. All other terms and conditions within Article 14 shall remain in full force and effect as written.

14.6 Formal Grievance - Step 1

A. A formal grievance may be filed no later than twenty-one (21) days after the event or circumstances occasioning the grievance or after knowledge of same reasonably should have been acquired.

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

C. Within twenty (20) days after the formal grievance is received by the person designated by the department head as the first level of appeal, this designated person shall respond in writing to the grievance. The Department shall mail, fax, or e-mail a notice of receipt to the Union upon receiving the grievance appeal, provided a return address, fax number, or e-mail address is included with the grievance.

D. No agreement, interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

14.7 Formal Grievance - Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision to the Director or his/her designee as the second level of appeal. This appeal must be postmarked within fifteen (15) days from the postmark of the Step 1 decision.

B. Within fifteen (15) days after the appeal is received, the Department head or designee as the second level of appeal shall respond in writing to the grievance. The Department shall mail, fax or e-mail a notice of receipt to the Union upon receiving the grievance appeal, provided a return address, fax number or e-mail address is included with the grievance. If the Department does not respond timely or does not secure an extension from an IUOE representative (requests for extension will not be unreasonably denied), IUOE may appeal directly to the Board of Adjustment. The BOA shall be comprised of two (2) Union representatives, one (1) representative from DPA and 1 representative of the affected department.

14.8 Formal Grievance - Step 3

A. Only those grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to the Department of Personnel Administration. For all other grievances, the Departmental Director or his/her designee is the final level of review.

B. If the grievant is not satisfied with the decision rendered at Step 2 the IUOE may appeal the decision to the Director of the Department of Personnel Administration or designee. This appeal must be postmarked within fifteen (15) days from the postmark of the Step 2 decision.

C. Within fifteen working (15) days after the appeal, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance. Decisions issued by the Director of the Department of Personnel Administration or his/her designee are considered precedential.

14.9 Board of Adjustment

A. If the IUOE is not satisfied with the decision rendered at Step 3 (Department of Personnel Administration), IUOE may appeal the decision for consideration by a Board of Adjustment (BOA). The appeal must be sent to the Department of Personnel Administration, the affected departmental Labor Relations Office, and the IUOE Central Office postmarked within ten (10) days of date received from the postmark of the Step 3 level decision. The BOA shall be scheduled for the next regular meeting (D.1.e).

   If the request of BOA is not made twelve (12) days prior to the next scheduled meeting, the appeal will be postponed to the following month, otherwise, the BOA shall be scheduled for the next regular meeting.

B. The BOA shall be comprised of two (2) representatives designated by IUOE and two (2) representatives designated by the affected Department and accepted by the Department of Personnel Administration.

C. The BOA shall have the authority to deny the appeal, grant the remedy requested in whole or in part, or issue a remedy as deemed appropriate by the BOA. The BOA shall not have the power to add to, subtract from or modify this Contract.

D. The BOA shall meet as mutually agreed by the designated members on a schedule that assures that appeals are considered on a timely basis. Procedures for the conduct of the appeal shall be the exclusive purview of the BOA and may differ from case to case. Discussions and decisions shall be conducted in executive session. Once a decision is reached, the BOA's decision shall be conveyed in writing to both parties within three (3) business days.

   1. The BOA shall be held as specified in this section.

      a) The BOA shall meet twice monthly, once in the Northern part of the State and once in the Southern part of the State. The location of the BOA will be included on the notice.

      b) The Northern BOA will be held on the second Wednesday of each month, the Southern BOA will be held on the fourth Wednesday of each month.

      c) These pre-scheduled meeting dates may be changed, or other meetings arranged by mutual agreement of the parties.

      d) Should there be more grievances to be heard than time allows on any of the prescheduled dates, the parties shall schedule another date and time for the remaining cases to be heard, no later than seven (7) working days from the prescheduled date.

      e) IUOE shall be responsible for providing the schedule by FAX, e-mail or letter, to the DPA Unit 12 Labor Relations Office, no less than ten (10) working days prior to each pre-scheduled meeting for each case to be heard:

         1. Name of the grievant; Department of grievant; identifiable work location of the grievant; grievance number assigned by DPA (if any); the grievance number assigned by the department (if any); the section or sections of the Contract grieved.

2. The time set for the hearing of the case.

3. For each case, other than the grievant, a listing of employee's (if any), by name and work location, to be released to attend the BOA.

4. Upon request by either party, the BOA will be deferred to the next regularly scheduled meeting if the information above is not received, unless mutually agreed otherwise.

   If either party does not appear at the scheduled BOA and fails to provide 24 hour notice to IUOE Central Office and the DPA Unit 12 LRO, it will result in a default judgment.

E. Any decision adopted by the majority (3 or more votes) of the BOA shall be final and binding upon the parties.

F. In the event the BOA deadlocks (2 to 2 vote), IUOE may appeal the matter to arbitration within fifteen (15) working days consistent with the terms of this article. Only grievances that involve the interpretation, application or enforcement of the express terms of this agreement may be appealed to binding arbitration.

14.10 Reconsideration

By mutual agreement, the grievance may revert to a prior level for reconsideration.

14.11 Arbitration

A. Only grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to binding arbitration.

B. If the grievance is not resolved at the BOA level, within fifteen (15) days after the BOA determines that a deadlock exists and has so informed the parties in writing, IUOE shall have the right to submit the grievance to arbitration. The fifteen (15) working day time frame shall begin as of the postmark date on the BOA's decision to the parties.

C. If no agreement is reached on the selection of an arbitrator within thirty (30) days, the parties shall, immediately and jointly, request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators from which the State and IUOE shall alternately strike names until one name remains and this person shall be the arbitrator.

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

E. An arbitrator may, upon request of IUOE and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion or award in writing and that a copy be provided to the parties.

F. The arbitrator shall not have the power to add to, subtract from or modify this Contract. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

14.12 Health and Safety Grievances

A. When an employee or IUOE in good faith believes that the employee is being required to work where a clear and present danger exists, the supervisor will be so notified. The supervisor will immediately investigate the situation (unless circumstances do not permit, the supervisor will endeavor to check with a higher level of management or with a departmental safety officer) and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with assigned duties in writing. If IUOE or the employee still believes the unsafe conditions exist, IUOE or the employee may file a formal grievance. For health and safety grievances, the employer will respond within 24 hours at level 1 and within 3 days at level 2.

B. If the grievance is not resolved at the department level of appeal, IUOE shall have the right to submit the grievance to the BOA pursuant to Art 14.9.

ARTICLE 15 – AWOL AUTOMATIC RESIGNATION

A. INTRODUCTION

Employees who are separated from State service for being absent without leave may seek review through the appeal procedure contained in this article.

B. GENERAL PROVISIONS

1. Exclusive Procedure

a. The appeal procedure contained in this article shall be the exclusive procedure under this Contract for resolving disputes regarding automatic resignations pursuant to Government Code section 19996.2

b. The employee bears the burden of proof to satisfactorily explain:

(1) Why he/she was absent;

(2) Why he/she failed to obtain leave; and

(3) That he/she is ready, able and willing to return to work or has obtained the employing department's approval for a leave of absence.

The employee may be reinstated only if he/she provides satisfactory explanation to all three criteria listed above. The employee is not entitled to back salary if reinstated.

2. Definitions

a. Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from State service as defined in Government Code 19996.2

b. ―Days" for the purposes of responses and appeals in this section means calendar days exclusive of Saturdays, Sundays, and State recognized holidays as defined in the Holidays section of this Agreement

3. Notice, Timing, Service and Contents of AWOL

   a. The notice shall include:

      (1) The last date that employee reported to work or the last date of approved leave and the dates of absence that were not approved;

      (2) A statement advising the employee that he/she may answer orally or in writing to a representative of the appointing authority; and

      (1) A statement advising the employee of the time within which an appeal must be filed, and the name of the person specified by the State with whom the appeal must be filed.

4. Amendment/Withdrawal of Automatic Resignations

   a. The appointing authority may withdraw a notice of automatic resignation at any time before commencement of proceedings before the Board of Adjustment. The appointing authority may amend a notice of automatic resignation.

   b. If the notice is amended, the appointing authority shall re-serve the employee with an amended notice of automatic resignation.

C. INFORMAL (COLEMAN) HEARING

1. Employees shall be given an opportunity to respond, either orally or in writing, to the appointing authority within ten (10) days following service of the notice.

2. A final decision regarding imposition of the automatic resignation shall be served on the employee within seven (7) days following the employee's oral response, or within seven (7) days following receipt of the employee's written response, whichever is applicable.

D. FORMAL BOARD OF ADJUSTMENT APPEAL PROCESS – AUTOMATIC RESIGNATION

1. Time Limit for Filing An Appeal

   Appellant notified the Union within fifteen (15) days following notice of the decision at the informal (Coleman) hearing, or fifteen (15) days following the date of service of the automatic resignation if the employee does not seek an informal (Coleman) hearing.

   Failing to file an appeal within the timeframes specified in this article waives the employee's right to appeal pursuant to the terms of this agreement. If an employee or his/her representative files an untimely appeal, said appeal shall be deemed withdrawn with prejudice.

2. Where To File A Board of Adjustment Appeal:

   Department of Personnel Administration
   1515 ~~S~~" Street, North Building, Suite 400
   Sacramento, CA 95814

3. Procedure:

   a. Once the appeal is received, Unit 12 Director sends an appeal acknowledgement and request for information to the appellant and the department which served the AWOL notice.

   b. Appellant and serving department will be provided fifteen (15) days in which to provide all information and documentation.

   c. Unit 12 Director will notify DPA Labor Relations Officer of the request for Board of Adjustment and scheduled hearing time. All written documents will be provided to the DPA Labor Relations Officer as soon as possible upon receipt by Unit 12 Director.

   d. The AWOL Board of Adjustment will be a paper review of the documents provided. Following review of the written record, if the Board members determine that a hearing with all parties is necessary, a full Board of Adjustment will be scheduled.

   e. The Union will provide the written decision of the Board of Adjustment to the appellant within ten (10) days of the decision.

   f. The Board of Adjustment for automatic resignation shall be comprised of four (4) members. These are the Director of Unit 12 or designee, the DPA Labor Relations Officer or designee, and one each Union and department representative. The Board of Adjustment shall, by majority vote, sustain or revoke automatic resignations. In the event that the Board of Adjustment deadlocks (2 to 2 vote) on an appeal of an automatic resignation, and if parties cannot resolve the tie vote, the matter can be appealed within ten (10) days in writing to the Department of Personnel Administration, Statutory Appeals Unit, for hearing.

E. SETTLEMENTS

Nothing in the article is intended to preclude the parties from independently settling disputes arising from automatic resignation.

F. IMPLEMENTATION OF DECISION

When the Board of Adjustment adjudicates an appeal involving automatic resignation, the parties will implement the Board of Adjustment decision as follows:

1. If the Board of Adjustment sustains the automatic resignation, the Union shall withdraw the appeal with prejudice.

2. If the Board of Adjustment revokes the automatic resignation, the employer shall withdraw the resignation with prejudice and reinstate the employee.

3. The decision of the Board of Adjustment shall be final and binding.

ARTICLE 16 - CAREER DEVELOPMENT

16.1 Training

A. The State agrees to reimburse Unit 12 employees for expenses incurred as a result of completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

   1. Tuition and/or registration fees
   2. Cost of course-required books
   3. Transportation or mileage expenses
   4. Toll and parking fees
   5. Lodging and subsistence expenses

B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Agreement. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 12 employees in accordance with their workweek group shall be reimbursed in cash, CTO, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom or field instruction or training in a manner determined by the employer.

C. If the State agrees with a Unit 12 employee's participation in job related or career-related training, the State may reimburse the employee for up to 100% of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees in the same or similar situations.

D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

E. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

   1. at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
   2. because of death, prolonged illness, disability or other eventuality beyond the control of the employee.

F. Effective with the signing of this agreement, each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

G. Heavy Equipment Mechanics in CDF or CalEMA will receive 12 hours of wild land fire safety training within 12 months following appointment to the classification. The training will be provided at the ranger unit and/or CDF Academy by field/Academy training officers. Current incumbents will receive the training within one year of ratification of this Memorandum of Understanding.

16.2 Private Rooms

A. When staying overnight on State-required training in a commercial establishment, the State will accommodate individual requests for private rooms on a space available basis. Commercial establishments shall be functional, emphasizing clean and comfortable rooms. The rooms must meet the basic needs of comfort and cleanliness.

B. For academies and other training situations where the State has contracted for commercial rates based upon double occupancy, the employer will attempt to accommodate individual requests for private rooms on a space available basis; however, if such a request is accommodated, the employee requesting a private room will assume the additional costs.

16.3 Joint Apprenticeship Committees

A. The State and the Union support the establishment and operation of apprenticeship programs where deemed appropriate within State Unit 12.

B. IUOE and the State agree that any apprenticeship program that is established for State employees within any Agency, Department or subdivision of the State that would produce, upon successful completion of such a program, placement in a position or title that is assigned within the exclusive representation unit determined by PERB for Unit 12, shall be administered in accordance with the following provisions:

1. The classification of positions and the selection process shall be governed and administered in accordance with State Personnel Board rules and regulations;

2. Each Apprenticeship program shall be in accord and conform in all respects with the rules and regulations for apprenticeship of the Division of Apprenticeship Standards, Department of Industrial Relations;

3. Each apprenticeship program shall operate under a Statewide Unit 12, Joint Apprenticeship Committee. The committee shall contain an equal number of representatives selected by each IUOE and the State. The size of the committee may vary, but no committee shall contain more than six (6) IUOE and six (6) State representatives nor fewer than three IUOE and three (3) State representatives;

4. The Statewide Joint Apprenticeship Committee (JAC) shall oversee all training program for the classes included in the Unit 12 apprenticeship programs.

5. The JAC and subcommittees shall meet no less than once every three months;

6. IUOE representatives who have been selected as Committee members on any subcommittee or on the Statewide committee shall serve with no loss of compensation when officially participating in committee meetings, other committee assigned activities and travel to and from such meetings and activities;

7. The State retains the right to hire, evaluate and discipline any employee participating in an apprenticeship program, taking into consideration the recommendations of the affected JAC;

8. The State or IUOE reserves the right to cancel an apprenticeship program when such action is deemed in the best interest of the State or the Union. The State agrees to give IUOE thirty (30) calendar days notice prior to canceling an apprenticeship program.

C. The State and IUOE agree to continue the following apprenticeship programs as subcommittees of the Statewide JAC for the term of this Agreement, or until canceled by the Statewide committee:

Department of Transportation	Structural Steel Painter Apprenticeship Program
Department of Transportation	Heavy Equipment Mechanic Apprenticeship Program
Department of Water Resources	Hydroelectric Plant Apprenticeship Program
Department of Water Resources	Utility Craftsworker Apprenticeship Program

D. IUOE and the State agree to jointly explore areas of possible expansion of the existing JAC's listed in subsection "C" above for other operations in Unit 12. Any claimed apprenticeship program by any Agency or Department of the State that is not in accord with this section shall immediately be canceled or suspended by the State until such a claimed apprenticeship program is in conformance with the provisions of this section.

E. Apprenticeship Training Fund: The State and IUOE agree to meet to determine funding to support the expansion of the JAC programs. The funding will take effect on January 1, 2002 and a contribution will be due in January of each year thereafter during the term of this Agreement. Upon approval of sufficient funds by the Legislature, the State shall contribute to the IUOE Unit 12 Training Fund, no less than one dollar ($1.00) per month per employee in Unit 12, but no more than $270,000.00 in total per calendar year. The funds shall be used to provide a training program for employees who wish to improve their skills, and to train apprentices indentured into the Statewide JAC programs.

16.4 Release Time for State Civil Service Examinations

A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation (wages) to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a swing or graveyard shift for the shift preceding or following a State Personnel Board examination.

B. Release time will include necessary travel time to and/or from the examination site if such travel time occurs during scheduled work time. In cases where the examination site is in another city and the employee is permitted to use a private vehicle for the travel, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane and ground transportation versus private vehicle) and that results in the least disruption to the employer.

C. Release time to participate in civil service exams will not result in overtime compensation or reimbursement of travel expenses.

16.5 Promotional List Eligibility

A. Employees desiring promotion to a different geographical area where their promotional list eligibility is not effective may request a transfer of list eligibility by submitting a written request to the personnel department administering the list in the desired area.

B. The parties recognize that list eligibility is under the jurisdiction of the State Personnel Board and accordingly is not grievable or arbitrable.

16.6 Performance Appraisal of Permanent Employees

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals shall be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is serving. In the event a new performance appraisal is not provided within each 12 calendar months, the employee's performance shall be deemed to have been satisfactory in all areas.

B. A Unit 12 employee may file a grievance about his/her performance appraisal when he/she receives a substandard rating in a majority of the performance factors.

C. This section is not subject to the arbitration procedure.

16.7 Personnel and Evaluation Materials

There will only be one official personnel file and normally one supervisory working file regarding each employee and these files will be maintained as follows:

A. *An employee's official departmental personnel file shall be maintained at a location* identified by each department head or designee.

B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.

C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, where possible, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of evaluation material relating to an employee's conduct shall be given to the employee.

D. An employee or his/her authorized representative may review his/her official personnel file and/or supervisory working file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.

E. The employee with or without the assistance of their authorized representative, shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

F. Any performance evaluation conducted of an employee who is a participant in IUOE/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged from any and all files after one year.

   This provision, however, does not apply to formal adverse actions as defined in applicable Government Code sections or to material of a negative nature for which actions have occurred during the intervening one year period. Except that, by mutual

agreement between a department head or designee and an employee, adverse action material may be removed.

ARTICLE 17 – POST AND BID

A. This article shall only apply to vacancies as defined in B below.

B. A vacancy shall be deemed to exist when a permanent full-time position is unoccupied as a result of retirement, transfer, termination, resignation, reassignment, new position, promotion, change in tenure to permanent, or new funding and the employer decides to fill it.

17.1 Post and Bid - Local Work Locations

A. When the employer decides to fill a vacancy, including a change in tenure of a position from limited-term to permanent, the following process shall apply:

B. A notice of intent to fill the vacancy shall be posted at the work site(s) for Unit 12 employees within the local work location for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, the shift and the days off for the position to be filled, the final filing date, and contact person's name and telephone number. Eligible employees interested in a posted position must indicate interest by submitting a departmental bid request form (section 17.3.A.1) to the specified contact person, by the final filing date.

C. Eligible employees are defined as:

1. Employees holding permanent full-time status at the work location in the classification of the posted position. For the purpose of this section, permanent status means having successfully completed his/her probationary period in the class, and, if required, successfully completed all requirements of an apprenticeship program.

2. Employees possessing the requisite skills and abilities required of the vacant position. Any employee who has a sustained disciplinary action, excluding written reprimands, or received a documented substandard review (that identifies performance expectations) in a majority of the requisite skills of their classification within the last 12 months, may, at the discretion of the employer, not be considered for transfer under the provisions of this section.

3. The employee submitting the bid request, or, in the case of multiple requests for the same vacant position, the employee with the greatest amount of continuous "local work location" seniority in the class shall be selected over other employees and notified of start date.

4. Caltrans eligible employees are only able to post and bid under this provision twice in one year commencing with the start date of their first post and bid position under this provision.

5. Employees transferred under this provision waive any rights to claims for moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

6. This section does not preclude management from transferring employees or denying employee's transfer for verifiable security, safety, or clearly articulated operational reasons. If such an incident occurs for over 30 days, a written notification will be sent to IUOE. Upon request of IUOE, a meeting shall be held to discuss the reasons for the situation.

7. For training purposes, management may transfer an employee to a vacant position, for a period not to exceed 30-calendar days, before being required to post the position.

8. Employees who work rotating shifts and are paid bi-weekly positive payroll are excluded from eligibility under this section in bidding shifts and days off but not for changes of worksite within a work location.

When there are no bids (from the local work location as defined in Addendum 1), management may fill the vacant position consistent with section 17.2.

17.2 Transfer from Outside the Local Work Location

A. All Departments other than the Department of Transportation and Telecommunication Technician/Sr. Telecommunication Technician in Department of General Services.

1. Eligible employees desiring a transfer to a different ~~"~~work location" (See Addendum 1) within their department may apply in writing to the department on a form provided by the departments listed in Addendum 1 or the form provided in Addendum 4 for those departments not listed in Addendum 1. Such transfer requests shall be to permanent full-time positions in the same department within their current classification.

   Eligible employees who wish to submit a transfer request may do so during a 30-calendar day open period, beginning on October 1 and ending on October 30 of each calendar year. Bids become effective January 1 thru December 31 of each calendar year. Transfer requests shall be kept on file for 12 months.

2. Employees who work in Department of Transportation:

   A notice of intent to fill the vacancy shall be posted at the work site(s) for Unit 12 employees within each local work location for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities of the position to be filled, the final filing date, and contact person's name and telephone number. Eligible employees interested in a posted position must indicate interest by submitting a departmental bid request form (section 17.2.A.1) to the specified contact person, by the final filing date. Eligible employees are only able to post and bid under this provision twice in one year commencing with the start date of their first post and bid position under this provision. An employee who accepts a position under this provision, and who prior to the start date of the appointment changes his/her decision to accept the position shall not be eligible to accept another position for

six (6) months from the start date.

3. Telecommunication Technician/Sr. Telecommunication Technicians in the Department of General Services.

   Vacancies for Telecommunication Technician and Sr. Telecommunication Technician classifications shall be posted Statewide (no separate posting for local or outside local). The vacancy notices will be e-mailed to all maintenance staff in the classifications. Seniority calculations will be based on continuous departmental seniority in the class. The Department reserves the right to promote eligible individuals within a shop from a valid civil service employment list, if there are no bids from employees within that shop.

B. Eligible employees for sections A.1 & A.2 are defined as:

   1. Employees holding permanent full-time status in the department and in the classification of the available position. For the purpose of this section, permanent status means having successfully completed his/her probationary period in the class, and, if required, successfully completed all requirements of an apprenticeship program.

   2. Employees possessing the requisite skills and abilities required of the available position. Any employee who has a sustained disciplinary action or received a documented substandard review (that identifies performance expectations) in a majority of the requisite skills of their classification within the last 12 months, may, at the discretion of the receiving employer, not be considered for transfer under the provisions of this section.

C. The employee submitting the bid request, or, in the case of multiple requests for the same vacant position, the employee with the greatest amount of continuous departmental seniority in the class shall be selected over other employees.

   1. Employees selected under the terms of this section shall have a maximum five (5) workdays in which to accept or reject a job offer. Once the five-(5) workdays have expired without response from the employee, the supervisor shall consider it a refusal of the job offer. Should the employee decline the offered position, the employer may fill the vacant position with the next senior employee. Absent additional requests, the other provisions of this article may be used.

   2. If the employee accepts the transfer, the employee will have a maximum of 30 calendar days to report to the new work location, unless mutually agreed otherwise by the hiring supervisor. If the employee accepts the transfer and does not report to the new work location, on the agreed date, the employee shall not be eligible for transfer under this section for the remainder of the bid period.

D. Employees transferred under this provision waive any rights to claims for moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

E. This section does not preclude management from transferring employees or denying employee's transfer for verifiable security, safety, or clearly articulated operational reasons. If such an incident occurs for over 30 days, a written notification will be sent to IUOE. Upon request of IUOE, a meeting shall be held to discuss the reasons for the situation.

F. After the provisions of 17.2 above have been applied, the employer may offer a time-base change from permanent intermittent to permanent full-time to an employee who meets the necessary criteria for such a time-base change.

G. When there are no employee requests to be transferred on file, management may fill the vacancy with any means at its disposal.

17.3 Apprentices

A. The provisions of this article do not apply to employees indentured in any apprenticeship program recognized under this agreement, or those employees in the Telecommunication Technician Trainee classification.

B. The parties recognize that it is mutually beneficial to place graduating apprentices in the work location where they completed their training. Consequently, the provisions of this article will not apply when the employer must place a graduating apprentice.

C. Upon completion of the apprenticeship program, the employee's seniority dates back to his/her date of indenture.

17.4 Mandatory Placement

The parties recognize that this article shall not contravene employee rights to mandatory reinstatement or placement on placements as required by Government Code.

17.5 Appeal of Involuntary Transfer

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 14 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the grievance procedure to the Department Director's level of review if the employee believes it was made for the purpose of harassing or disciplining the employee.

17.6 Post and Bid Seniority Ties

In resolving any seniority ties in this Article, the following will be the order of tiebreakers.

A. If tied, seniority in the Unit 12 class within the Department;

B. If tied, seniority in any Unit 12 class within the Department;

C. If tied, seniority in Unit 12 anywhere within the State Service;

D. If tied, DRAWING:

1. Each person writes name on paper. Places in a container.

2. A neutral person, non-manager, non-supervisor, and non-interested party in selection process draw names from the container.

17.7 Reassignment

A. A permanent reassignment is defined as a change of reporting location and/or facility where no vacancy exists and such change shall be for more than (30) thirty-calendar days. A permanent change of work location and/or facility shall be implemented pursuant to Article 17.1 (Post and Bid) of this agreement.

B. For Caltrans, the following will apply:

1. When the Department has the need to close a facility and reassign all employees to another facility, Post and Bid will not apply.

2. When an entire crew(s) is being reassigned from one facility to another facility, Article 17.1 will apply, but will be limited to qualified employees within the impacted facility(s).

3. When less than an entire crew from one facility is being reassigned to another facility, Article 17.1 will apply, but will be limited to qualified employees within the Local Work Location within 35 miles of the impacted worksite(s).

ARTICLE 18 – CLASSIFICATION

18.1 Classification Changes

A. When the Department of Personnel Administration (DPA) desires to establish a new classification and assigns it to Bargaining Unit 12 or modifies an existing one that is in Bargaining Unit 12, DPA shall inform IUOE of the proposal during DPA's preparatory stages of the proposal. IUOE may request to meet with the DPA regarding this classification proposal. Such meetings shall be for the purpose of informally discussing the classification proposal and for IUOE to provide input. Upon request, the DPA may furnish the IUOE with drafts of the proposed classification specifications.

B. The DPA shall notify and submit to IUOE the final classification proposal at least 20 work days prior to the date the SPB is scheduled to adopt it.

C. If IUOE requests in writing within 10 work days of receipt of the notice, the DPA shall meet with IUOE to discuss the final proposal. If IUOE does not respond to the notice, or if IUOE does not meet with DPA within five (5) work days from their date of request, the classification proposal shall be deemed agreeable to IUOE and be placed on the SPB's consent calendar.

D. The DPA shall meet and confer, if requested, in writing, within five (5) work days from the date the SPB approved the classification change, regarding only the compensation provisions of the classification.

E. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 14.

18.2 Out of Classification Assignments

A. Payment for Out of Class Assignments

1. If a department head or designee requires an employee in writing to work in a higher classification, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same salary rate the employee would receive if the employee were to be promoted to that class along with any differentials currently earned in the lower classification.

   Out-of-class assignments will typically be made for one (1) week increments (as defined in Article 7.1 Work Week A,B,C). Filling in for a supervisor on a short-term basis (less than 1 week) does not constitute out-of-class work.

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

3. It is not the State's intent to select employees for out-of-class assignments based on favoritism.

4. If an employee believes that he/she is working out-of-class in a higher level class, he/she can file a grievance under Article 18.2.B below. The Department of Personnel Administration shall be the final level of review, except as provided in 18.2.B.3, and the grievance shall not be subject to arbitration.

5. No employee may be assigned for more than one year of out-of-classification for any one assignment.

B. Out-of Classification Grievance Procedure and Time Limits

1. An employee should initially discuss the alleged out-of-class issue with their supervisor.

2. Out-of-class grievances shall be filed at the department level of appeal. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within sixty (60) calendar days after receipt of the grievance. The Department shall mail, fax or e-mail a notice of receipt to the Union upon receiving the grievance appeal, provided a return address, fax number or e-mail address is included with the grievance.

3. If the grievant is not satisfied with the decision rendered at the department level of appeal, he/she may appeal the decision in writing within ten (10) working days from the postmark of the second level response to the Department of Personnel Administration. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

   If the Department of Personnel Administration does not respond timely or does not secure an extension from an IUOE representative, the grievance may be appealed directly to the Board of Adjustment (BOA).

4. Any decision adopted by the majority of the BOA shall be final and binding upon the parties. The BOA shall be comprised of one (1) State representative, one (1) IUOE representative and an Arbitrator.

18.3 Work Assignments

In accordance with G.C. 19818.8 and 19051 work regularly performed by BU12 employees will not normally be assigned to non-bargaining unit personnel.

18.4 Classification Study

Both parties acknowledge that some classifications in Bargaining Unit 12 may be in need of revision. Consequently, during the first year of this Agreement, IUOE will provide DPA a list identifying which classifications they recommend be revised, combined or abolished. Within 60 days of receipt of the list, DPA will meet with IUOE to review recommendations and will decide which existing classifications will be revised, combined or abolished, or if there is a need to establish new ones. Any changes that are agreed to will be made in accordance with the existing DPA and SPB classification review process.

ARTICLE 19 - PERMANENT INTERMITTENT APPOINTMENTS

A. A Civil Service permanent intermittent position or appointment is one in which the employee works periodically or for a fluctuating portion of the full time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon SPB rule and Article VII, section 5 of the State Constitution. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.

C. Each department will provide permanent intermittent employees as much advance notice of their work schedule as is reasonably possible.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status. Under DPA Rule 599.828, a permanent intermittent employee who waives three (3) requests by the employing department to report to work may be automatically separated from the intermittent appointment, provided that no waiver shall be counted if the employee was unable to report to work due to illness or other legitimate reason (i.e., a reason that is acceptable to the appointing power).

E. A permanent intermittent employee will become eligible for leave credits in the following manner:

1. Sick Leave:

   A permanent intermittent employee in Unit 12 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

2. Vacation Leave

   A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in section 10.1 on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in section 10.1 on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When a department head or designee determines that a permanent intermittent employee will not be scheduled for work, for a period of 60 days or more, the department shall:

   a. pay the permanent intermittent employee in a lump sum payment for accumulated vacation leave credits; or

   b. schedule the permanent intermittent employee for vacation leave; or

   c. Retain all or part of the accumulated vacation leave credits. However, if the permanent intermittent employee requests payment, the department will effect either a. or b. above or a combination of a. and b.

3. Holidays

   A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 9, Holidays.

4. Bereavement Leave

A permanent intermittent employee shall be granted bereavement leave in accordance with Article 10.4 and if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day(s).

5. Jury Duty

   A permanent intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day(s). If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty.

6. Non-Industrial Disability Leave

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

F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.

G. The Department will notice each permanent intermittent employee when he/she becomes eligible for Health, Dental and vision benefits programs as follows:

   1. For purposes of this section, "control periods" are designated as January 1 through June 30 and July 1 through December 31 of each calendar year.

   2. An eligible permanent intermittent employee must enroll in the Health, Dental and Vision Programs within sixty (60) days from the end of the qualifying "control period".

   3. A permanent intermittent employee becomes eligible for Health, Dental, and Vision Program benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in either one (1) of the two (2) "control periods".

   4. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in either one (1) of the two (2) "control periods" or nine hundred sixty (960) paid hours in two (2) consecutive ~~c~~ontrol periods".

H. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

I. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive is contingent upon the availability of work and funds; the employee's training, experience and knowledge of the particular assignment; the employee's skill level and productivity; and the employee's availability for work.

19.2 Seasonal Employees

Within 90 days of ratification of this agreement by the BU 12 Membership and the Legislature, the State agrees to a formal meet and confer to determine the contractual terms and conditions of employment for Seasonal Employees who are in BU 12. Any agreements reached during this process shall be considered amendments, except for the below mentioned items which are effective with this agreement:

Article 2.2 Salary

Article 11 Retirement (for those in the PERS retirement system)

ARTICLE 20 - GENERAL PROVISIONS

20.1 No Strike

A. During the term of this Agreement, neither IUOE nor its agents, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

B. IUOE agrees to notify all of its officers, representatives, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

20.2 No Lockout

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

20.3 Reprisals

The State and IUOE shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or other wise interfering with, restraining, or coercing employees because of the exercise of their rights under the Dills Act or any right given by this Agreement.

20.4 Individual Agreement

The State shall not negotiate with or enter into memorandum of understanding or adjust grievances or grant rights or benefits not covered in this Agreement to any employee unless such action is with IUOE concurrence.

20.5 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to lay off employees, the State and IUOE shall meet in good faith to explore alternatives to laying off employees.

20.6 Military Installations

The State agrees to notify IUOE at such time the State becomes aware of Federal Government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Military Department.

20.7 State Owned Housing Rental and Utility Rates

A. Rent

Current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates paid by employees up to 25 percent each year, up to Fair Market value.

2. During the term of this Agreement, where no rent is being charged, the State may raise monthly rents up to $75.00 each year, except that when an employee vacates State owned housing, including trailer and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.

3. Employee rental of State housing shall not ordinarily be a condition of employment. Where the rental of State housing is made a condition of employment, the State may charge the employee less than the regular rate of rent.

4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of 30 days' advance notice.

B. Utilities

Current utility charges for all types of State- owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to 8 percent of the rates in effect as of July 1, 1999.

2. Where no utilities are being charged, the State may impose such charges consistent with its costs.

3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

20.8 Non-discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religious creed, age, sex, national origin, ancestry, marital status, physical handicap, or sexual orientation.

B. Allegations of discrimination shall not be subject to the grievance and arbitration procedure.

20.9 Legal Services Plan

A. Employees in Bargaining Unit 12 shall be eligible to enroll in the State-sponsored Group Legal Services Plan.

B. This plan will be available on a voluntary, after-tax payroll deduction basis, with all costs being paid by the enrolled employee, including a service charge for the costs of administering the plan.

C. There shall be an annual open enrollment period as determined by the employer. Eligible employees who elect not to enroll during the initial enrollment period shall be eligible to enroll during any subsequent open enrollment periods.

D. Specific information on the plan, including plan features and costs, will be distributed to all eligible employees during the initial open enrollment period. Employees will be notified of any changes (benefits provided or costs) to the plan.

E. Once enrolled, employees may cancel at any time according to specified cancellation procedures.

ARTICLE 21 – SUPERSESSION

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

Government Code Sections

1. General

19824	Establishes monthly pay periods.
19839	Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
19888	Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

2. Step Increases

19829	Requires DPA to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specified instances.
19837	Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Vacations

19856	Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
19863	Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

4. Sick Leave

19859	Defines amount earned and methods of accrual for full-time and part-time employees.
19863	Allows sick leave use while on temporary disability (due to work- incurred injury) to augment paycheck.
19863.1	Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
19864	Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

5. Uniforms, Work Clothes, and Safety Equipment

19850.4	Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

6. Industrial Disability Leave (IDL)

19869	Defines who is covered.
19870	Defines "IDL" and "full pay".
19871	Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
19871.1	Provides for continued benefits while on IDL.
19872	Prohibits payment of temporary disability or sick leave pay to employees on IDL.
19873	Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
19874	Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
19875	Requires three-day waiting period, unless hospitalized or on disability more than 14 days.
19876	Payments contingent on medical certification and vocational rehabilitation.
19877	Authorizes DPA to adopt rules governing IDL.
19877.1	Sets effective date.

7. Non-Industrial Disability Insurance (NDI)

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

8. Life Insurance

20750.11	Provides for employer contributions.
21400	Establishes group term life insurance benefits.
21404	Provides for Death Benefit from PERS.
21405	Sets Death Benefit at $5,000 plus 50 percent of one year's salary.

9. Health Insurance

22816	Provides for continuation of health plan coverage during leave of absence without pay.
22825	Provides for employee and employer contribution.
22825.1	Sets employer contribution.

10. Workweek

19851	Sets 40-hour workweek and 8-hour day.

11. Overtime

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

12. Deferred Compensation

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

13. Relocation Expenses

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

14. Travel Expenses

19820	Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822	Provides reimbursement to State for housing, maintenance and other services provided to employees.

15. Unpaid Leaves of Absence

19991.2	Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
19991.4	Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
19991.6	Provides one year of pregnancy leave or less as required by a permanent female employee.

16. Performance Reports

19992.2	Requires the appointing power to prepare performance reports and show them to the employee.

17. Involuntary Transfers

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

18. Demotion and Layoff

19997.2	Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
19997.3	Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
19997.4	Provides seniority based upon ―State service" shall include all service that is exempt from State civil service.
19997.5	Provides that separations necessitated by reason of reinstatement of an employee after recognized military service shall be by layoff.
19997.6	Provides veterans with seniority credit for military service time.

19997.7	Provides for determination of order of layoff where employees have the same seniority credits.
19997.8	Allows demotion in lieu of layoff.
19997.9	Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
19997.10	An employee displaced by an employee with return rights may demote in lieu of layoff.
19997.11	Establishes reemployment lists for laid-off or demoted employees.
19997.12	Guarantees same step of salary range upon recertification after layoff or demotion.
19997.13	Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
19997.14	Provides for appeal to Department of Administration within 30 days of receipt of notice of layoff.
19998	Employees affected by layoff due to management-initiate changes should receive assistance in finding other placement in State service.

19. Incompatible Activities

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

20. Training

19995.2	Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.
19995.3	Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service

21. Discipline

18670(e)	Provides ability to hold hearings and conduct investigations.
19574(e)	Defines the criteria to be included in notice of adverse action.
19574.1(c)	Provides for inspection of documents.
19574.2(j)	Process for SPB hearings on adverse actions.
19575	Appeal period of adverse actions.
19578	Process for SPB hearings.

19582(h)	Process for SPB hearings.
19583	Defines SPB's decision making authority.
19702(j)	Provides a person shall not be discriminated against and process for discrimination issues.

ARTICLE 22- ENTIRE AGREEMENT AND SAVINGS CLAUSE

22.1 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

   With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in subsection B below.

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

   The parties recognize that during the term of this Agreement, it may be necessary for the State to make changes in areas within the scope of negotiations. When a State agency finds it necessary to make such changes, the State agency shall seek delegation from the Department of Personnel Administration and if granted shall notify IUOE of the proposed change 60 days prior to its proposed implementation.

   Prior to implementation, the parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 12, when all three of the following exist:

   1. Where such changes would affect the working conditions of a significant number of employees in Unit 12.

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

   3. Where IUOE requests to negotiate with the State.

C. To ensure that both parties fulfill their bargaining obligation within the sixty (60)-day timeframe, said requests to negotiate must be received by the State agency within fourteen (14) calendar days of the employer's notice to the Union.

D. If a request to negotiate is submitted as provided above, said obligation to meet and confer in good faith over the impact of the proposed change shall be fulfilled prior to implementation of the change. Both parties acknowledge that they have a total of 60 calendar days from the date of notice in which to discharge their bargaining obligation. Any impasse which arises during the course of negotiations may be submitted to mediation pursuant to section 3518 of the Dills Act.

E. Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement, once approved by the Department of Personnel Administration.

F. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding.

G. If either party believes the other to be engaged in bad faith bargaining, either party may take the issue to the Department of Personnel Administration and if unresolved, nothing in this section will prevent either party from filing a complaint with the Public Employment Relations Board (PERB).

H. Nothing in this section shall be construed to require the employer to violate a statutory or regulatory mandate, or court order.

22.2 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

ARTICLE 23 – DURATION

A. The State proposes the term of this agreement be from July 1, 2010 to July 1 2012.

B. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

23.1 Continuous Appropriation

The State and IUOE agree to present to the Legislature a provision to appropriate funds to cover the economic terms of this agreement as part of the MOU bill [see attached (b), (c) and (d)] through July 1, 2012. This will maintain employee's salaries and benefits in case of an untimely budget.

AB 1699

(b) If there is a memorandum of understanding in effect that has been approved by the Legislature, the compensation and contribution for employee benefits for represented state employees shall be at a rate consistent with the memorandum of understanding and compensation and contribution for employee benefits for state employees excluded from collective bargaining shall be at the rate approved by the Department of Personnel Administration prior to the commencement of the fiscal year for which a Budget Act has not been enacted. If a memorandum of understanding is not in effect and if the department has not approved a compensation package for state employees excluded from collective bargaining, compensation and compensation for employee benefits for represented state employees and state employees excluded from collective bargaining shall be at the rate in effect at the expiration of the last fiscal yeat for which a budget was enacted.

(c) The Department of Finance may, upon enactment of the Budget and in the absence of this action being taken by the Legislature or the Governor in that Budget Act, reduce the applicable Budget Act allocations by the amount of any warrants drawn pursuant to subdivision (d)

(d) For the purpose of this section, ~~"~~state employee" means an employee as defined in Section 19815.

SIDE LETTER, ADDENDUMS & ATTACHMENTS

Sideletter 1 - Work Zone Safety – CALTRANS

In recognition of the importance of creating a greater public awareness of the work performed by Caltrans highway maintenance workers and to educate the public in proper driving behavior while driving through or near highway maintenance work zones, IUOE and Caltrans agree to periodically request the Department of Motor Vehicles to meet with the Joint IUOE/Caltrans Health and Safety Committee to review and discuss questions pertaining to work zone safety which may be asked on driver's license examinations.

ADDENDUM 1 - Work Locations

In conformance with Article 17, Post and Bid, the parties agree that the following depicts "local work locations":

Department of Transportation	District Wide
Food and Agriculture	Each individual fair
Corrections	Each institution; Richard A McGee Correctional Training Center; Inmate Day Labor Program, Estrella Correctional Facility
Prison Industry Authority	Avenal State Prison (ASP); Calipatria State Prison (CAL); CA Correctional Institution, Tehachapi (CCI); Central CA Women's Facility/Valley State Prison for Women (CCWF/VSPW)*; CA Institution for Men, Chino (CIM); CCA Insitution for Women, Frontera (CIW); CA Men's Colony, San Luis Obispo (CMC); CA State Prison, Corcoran, (COR); Correctional Training Facility, Soledad (CTF); Chuckawalla Valley State Prison, Blythe (CVSP); Deuel Vocational Institution, Tracy (DVI); CA State Prison, Folsom/CA State Prison, Sacramento (FOL/SAC)*; CA State Prison, Lancaster (LAC); Mule Creek State Prison, Ione (MCSP); Northern CA Wormen's Facility, Stockton (NCWF); Pelican Bay State Prison, Crescent City (PBSP); R. J. Donovan, San Diego (RJD); CA State Prison, San Quentin (SQ); Sierra Conservation Center, Jamestown (SCC); CA State Prison, Solano (SOL); Wasco State Prison (WSP); Product Inventory Center (PIC) *Institutions coupled together as one work site due to the close proximity of the two locations and one PI Administator oversees both PIA facilities.

Mental Health	Each hospital
Developmental Services	Each hospital
Department of Education	Sacramento, Pomona, Riverside, Fremont
Forestry & Fire Protection	Each ranger unit, 4 area headquarters, Sacramento headquarters
Franchise Tax Board	Sacramento Area
General Services	With the exception of the Telecom Division (Telecom Technician and Sr. Telecom Technician only), the following are local work locations for DGS: Sacramento, San Francisco, San Jose, Santa Rosa, Oakland, Stockton, Redding, Fresno, Los Angeles, Van Nuys, Santa Ana, San Bernardino/Riverside, Marysville, San Diego; and Telecom Technician and Sr. Telecom Technician in Telecom Division, Statewide.
Parks and Recreation	Each District (Pending Side Table)
Vets Affairs	Yountville, Barstow, Chula Vista
Corrections and Rehabilitation	Each institution
Board of Equalization	Single location, Sacramento
Military	

Highway Patrol

A. Each Division (or Inspection Facility in B)

Information Management Division
Enforcement Services Division
Administrative Services Division
Northern Division
Valley Division
Golden Gate Division
Central Division
Southern Division
Border Division
Coastal Division
Inland Division

B. Each Inspection Facility

Cottonwood Inspection Facility
Dunsmuir Grade Inspection Facility
Donner Pass Inspection Facility
Nimitz Inspection Facility
Cordelia Inspection Facility
Mission Grade Inspection Facility
Grapevine Inspection Facility
Chowchilla River Inspection Facility
Castaic Inspection Facility
Calexico Inspection Facility
Otay Mesa Inspection Facility
San Onofre Inspection Facility
Desert Hills Inspection Facility
Rainbow Inspection Facility
Gilroy Inspection Facility
Conejo Inspection Facility

Water Resources	Division of Operations and Maintenance:
	Joint Operations Center (Sacramento)
	Oroville Field Division
	Delta Field Division
	San Luis Field Division
	San Joaquin Field Division
	Southern Field Division
	Division of Flood Management:
	1. Sacramento Flood Yard
	2. Sutter Flood Yard
	Division of Management Services:
	1. Oroville Field Division (Includes Sutter)
	2. Sacramento HQ
	3. Delta Field Division
	4. San Luis Field Division
	5. San Joaquin Field Division
	6. Southern Field Division (Includes Pearblossom and Castaic)

For any agency not listed, the "local work location" shall be deemed to be "Statewide." It is agreed that if during the term of this agreement the parties wish to modify this listing or redefine any of the "local work location" definitions, the State will notice the Union, (b) meet and confer if requested by the Union, and (c) when agreement is reached, such agreement will be incorporated as part of this addendum.

ADDENDUM 2 - Holiday Compensation Chart

Full Time and Part-time Employees

TIME BASE	HOLIDAY COMPENSATION IN HOURS.
Full-time	8.00 *
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	.80
3/10	2.40
7/10	5.60
9/10	7.20

Intermittent Employees

HOURS ON PAY STATUS DURING PAY PERIOD	HOLIDAY COMPENSATION IN HOURS FOR EACH HOLIDAY
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71.90.9	4
91-110.9	5
111.130.9	6
131-150.9	7
151 or over	8 *

* An employee can only accrue up to 8 hours of holiday credit per holiday.

ADDENDUM 3 – Reassignment/Transfer Request

ADDENDUM 3
BARGAINING UNITS 12
REASSIGNMENT/TRANSFER REQUEST

CURRENT CLASSIFICATION:		
EMPLOYEE NAME: (Please print)		
CURRENT FACILITY:		WORK TELEPHONE NUMBER:
CURRENT WORK SCHEDULE:		MY PRESENT SHIFT IS:
MY CURRENT SUPERVISOR IS:		
SUPERVISOR'S TELEPHONE NUMBER		

I am interested in changing my (check appropriate box)::		
WORK SCHEDULE to:	(Any/All) ☐	or Specify
SHIFT to:	(Any/All) ☐	or Specify
ASSIGNMENT to:	(Any/All) ☐	or Specify
		(Attach additional sheets of paper if needed)

I am interested in transferring to the following locations(s)

1. _____ 3. _____

2. _____ 4. _____

(Attach additional sheets of paper if needed)

As of the date of this bid, I certify that I am a full-time permanent employee (having successfully completed my probationary period).

_____ _____
EMPLOYEE SIGNATURE DATE

FOR EMPLOYER COMPLETION

The State hereby acknowledges receipt of this request. (Date request received:_____)

Name	Title	Phone Number	Date copy returned to employee

SALARY SCHEDULE

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
AUDIO-VISUAL EQUIPMENT TECHNICIAN	QU87	6970		3,580.00	3,924.00	2
AUTOMOBILE MECHANIC	QL10	6851	A	3,338.00	3,660.00	2
AUTOMOBILE MECHANIC	QL10	6851	B	3,660.00	4,012.00	2
AUTOMOBILE MECHANIC -CORRECTIONAL FACILITY-	QL12	6868		3,660.00	4,012.00	2
AUTOMOTIVE EQUIPMENT OPERATOR I	PJ50	6393	A	3,051.00	3,338.00	2
AUTOMOTIVE EQUIPMENT OPERATOR I	PJ50	6393	B	3,338.00	3,660.00	2
AUTOMOTIVE EQUIPMENT OPERATOR I - CORRECTIONAL FACILITY-	PJ55	6394		3,338.00	3,660.00	2
AUTOMOTIVE EQUIPMENT OPERATOR I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	PJ51	6386	A	3,051.00	3,338.00	2
AUTOMOTIVE EQUIPMENT OPERATOR I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	PJ51	6386	B	3,338.00	3,660.00	2
AUTOMOTIVE EQUIPMENT OPERATOR II	PJ40	6391	A	3,338.00	3,660.00	2
AUTOMOTIVE EQUIPMENT OPERATOR II	PJ40	6391	B	3,660.00	4,012.00	2
AUTOMOTIVE EQUIPMENT OPERATOR II - CORRECTIONAL FACILITY-	PJ45	6392		3,660.00	4,012.00	2
AUTOMOTIVE POOL ATTENDANT I	QN60	6898		2,534.00	2,747.00	2
AUTOMOTIVE POOL ATTENDANT II	QN55	6897		2,747.00	2,987.00	2
AUTOMOTIVE POOL ATTENDANT III	QN40	6894	A	2,635.00	3,120.00	2
AUTOMOTIVE POOL ATTENDANT III	QN40	6894	S	2,649.00	3,136.00	2
AUTOMOTIVE TECHNICIAN I	QK62	6832		2,941.00	3,505.00	2
AUTOMOTIVE TECHNICIAN II	QK66	6830		3,196.00	3,851.00	2
AUTOMOTIVE TECHNICIAN TRAINEE	QK69	6827		2,698.00	2,941.00	2
BOAT OPERATOR	QV80	6988		3,120.00	3,742.00	2
BUILDING MAINTENANCE WORKER	PB10	6215	A	3,186.00	3,497.00	2
BUILDING MAINTENANCE WORKER	PB10	6215	B	3,497.00	3,828.00	2
BUILDING MAINTENANCE WORKER - CORRECTIONAL FACILITY-	PB14	6216		3,497.00	3,828.00	2
BUSINESS EQUIPMENT SERVICE TECHNICIAN	QH89	6796	A	3,264.00	3,580.00	2
BUSINESS EQUIPMENT SERVICE TECHNICIAN	QH89	6796	B	3,419.00	3,742.00	2
CALTRANS ELECTRICAL TECHNICIAN	QO35	6939		3,186.00	3,660.00	2
CALTRANS ELECTRICIAN I	QO32	6938		3,828.00	4,201.00	2
CALTRANS ELECTRICIAN II	QO29	6924		4,012.00	4,613.00	2
CALTRANS ELECTRONICS SPECIALIST (REPAIR LABORATORY)	QO39	6719		4,012.00	4,613.00	2
CALTRANS EQUIPMENT OPERATOR I	PE62	6890		3,201.00	3,662.00	2
CALTRANS EQUIPMENT OPERATOR II	PE60	6286		3,419.00	3,929.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
CALTRANS HEAVY EQUIPMENT MECHANIC	QJ82	3713		3,740.00	4,106.00	2
CALTRANS HEAVY EQUIPMENT MECHANIC LEADWORKER	QJ60	6831		4,106.00	4,507.00	2
CALTRANS HIGHWAY MAINTENANCE LEADWORKER	PE50	6285		3,585.00	4,294.00	2
CALTRANS HIGHWAY MAINTENANCE WORKER	PE70	6287		2,873.00	3,120.00	2
CALTRANS LANDSCAPE MAINTENANCE LEADWORKER	PF30	6296		3,585.00	4,294.00	2
CALTRANS LANDSCAPE MAINTENANCE WORKER	PF40	6297		2,873.00	3,120.00	2
CARPENTER APPRENTICE	PN50	6478	A	2,543.00	2,758.00	2
CARPENTER APPRENTICE	PN50	6478	B	2,683.00	2,913.00	2
CARPENTER APPRENTICE	PN50	6478	C	2,831.00	3,078.00	2
CARPENTER APPRENTICE	PN50	6478	D	2,987.00	3,264.00	2
CARPENTER APPRENTICE	PN50	6478	E	3,156.00	3,463.00	2
CARPENTER APPRENTICE	PN50	6478	F	3,350.00	3,676.00	2
CARPENTER I	PN40	6476	A	3,660.00	4,012.00	2
CARPENTER I	PN40	6476	B	4,012.00	4,402.00	2
CARPENTER I -CORRECTIONAL FACILITY-	PN45	6483		4,012.00	4,402.00	2
CARPENTER II	PN30	6475	A	3,828.00	4,201.00	2
CARPENTER II	PN30	6475	B	4,201.00	4,613.00	2
CARPENTER II -CORRECTIONAL FACILITY-	PN35	6474		4,201.00	4,613.00	2
CARPENTER III (CORRECTIONAL FACILITY)	PN15	6471		4,402.00	4,837.00	2
CARPENTER SUPERVISOR	PN10	6470	A	4,012.00	4,402.00	2
CARPENTER SUPERVISOR	PN10	6470	B	4,402.00	4,837.00	2
CARPENTER SUPERVISOR	PN10	6470	S	4,021.00	4,411.00	2
CARPENTER SUPERVISOR	PN10	6470	T	4,411.00	4,847.00	2
CHIEF ENGINEER FISHERIES VESSEL	QU80	6983		4,201.00	4,613.00	2
COMMERCIAL VEHICLE INSPECTION SPECIALIST	QK46	6854	A	2,873.00	3,419.00	2
COMMERCIAL VEHICLE INSPECTION SPECIALIST	QK46	6854	B	3,264.00	3,924.00	2
COMPUTER EQUIPMENT TECHNICIAN	QH97	6793		3,419.00	3,924.00	2
COMPUTER EQUIPMENT TECHNICIAN TRAINEE	QH98	6792		2,758.00	3,002.00	2
CONTROL SYSTEM TECHNICIAN I	HQ63	3657	A	3,670.00	4,413.00	2
CONTROL SYSTEM TECHNICIAN I	HQ63	3657	B	4,413.00	5,320.00	2
CONTROL SYSTEM TECHNICIAN II	HQ60	3662		5,075.00	6,125.00	2
CONTROL SYSTEM TECHNICIAN III	HQ55	3661		5,577.00	6,729.00	2
DECKHAND -FERRYBOAT-	QT90	6968		2,687.00	2,929.00	2
DECKHAND FISH AND GAME BOAT	QV40	6998		2,873.00	3,120.00	2
DRAWBRIDGE OPERATOR	PI20	6358		3,051.00	3,338.00	2
ELECTRICAL-MECHANICAL TESTING TECHNICIAN I	HQ95	3668	A	3,670.00	4,413.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
ELECTRICAL-MECHANICAL TESTING TECHNICIAN I	HQ95	3668	B	3,712.00	5,320.00	2
ELECTRICAL-MECHANICAL TESTING TECHNICIAN II	HQ85	3664		5,075.00	6,125.00	2
ELECTRICAL-MECHANICAL TESTING TECHNICIAN III	HQ80	3663		5,577.00	6,729.00	2
ELECTRICIAN APPRENTICE	PS55	6536	A	2,543.00	2,758.00	2
ELECTRICIAN APPRENTICE	PS55	6536	B	2,698.00	2,941.00	2
ELECTRICIAN APPRENTICE	PS55	6536	C	2,880.00	3,136.00	2
ELECTRICIAN APPRENTICE	PS55	6536	D	3,070.00	3,350.00	2
ELECTRICIAN APPRENTICE	PS55	6536	E	3,275.00	3,595.00	2
ELECTRICIAN APPRENTICE	PS55	6536	F	3,505.00	3,851.00	2
ELECTRICIAN I	PS40	6533	A	3,828.00	4,201.00	2
ELECTRICIAN I	PS40	6533	B	4,201.00	4,613.00	2
ELECTRICIAN I -CORRECTIONAL FACILITY-	PS45	6544		4,201.00	4,613.00	2
ELECTRICIAN II	PS30	6532	A	4,012.00	4,402.00	2
ELECTRICIAN II	PS30	6532	B	4,402.00	4,837.00	2
ELECTRICIAN II -CORRECTIONAL FACILITY-	PS35	6538		4,402.00	4,837.00	2
ELECTRICIAN III (CORRECTIONAL FACILITY)	PS15	6534		4,613.00	5,067.00	2
ELECTRICIAN SUPERVISOR	PS10	6530	A	4,201.00	4,613.00	2
ELECTRICIAN SUPERVISOR	PS10	6530	B	4,613.00	5,067.00	2
ELECTRICIAN SUPERVISOR	PS10	6530	S	4,209.00	4,623.00	2
ELECTRICIAN SUPERVISOR	PS10	6530	T	4,623.00	5,077.00	2
ELECTRONICS TECHNICIAN	QP10	6913	A	3,264.00	4,120.00	2
ELECTRONICS TECHNICIAN	QP10	6913	B	3,580.00	4,522.00	2
ELECTRONICS TECHNICIAN -CORRECTIONAL FACILITY-	QP15	6916		3,580.00	4,522.00	2
EQUIPMENT MAINTENANCE SUPERVISOR - CORRECTIONAL FACILITY-	QK82	6865	A	4,973.00	5,465.00	2
EQUIPMENT MAINTENANCE SUPERVISOR - CORRECTIONAL FACILITY-	QK82	6865	S	4,974.00	5,467.00	2
EQUIPMENT MATERIEL SPECIALIST	QK76	1552		3,431.00	3,762.00	2
EXHIBIT ELECTRONICS TECHNICIAN, CALIFORNIA MUSEUM OF SCIENCEAND INDUSTRY	FJ74	2928	A	3,419.00	3,742.00	2
EXHIBIT ELECTRONICS TECHNICIAN, CALIFORNIA MUSEUM OF SCIENCEAND INDUSTRY	FJ74	2928	B	3,740.00	4,106.00	2
EXHIBIT WORKER, CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY	FJ78	2930		3,196.00	3,503.00	2
FAIRGROUND AID, DISTRICT FAIRS	QG48	6743		1,550.00	1,752.00	2
FAIRGROUND ATTENDANT, DISTRICT FAIRS	QG49	6744		1,693.00	1,930.00	2
FERRYBOAT MASTER	PI30	6360		3,497.00	3,828.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
FERRYBOAT MATE	PI40	6361		3,186.00	3,497.00	2
FOUNDATION DRILLER	PI10	6356		3,338.00	3,660.00	2
FOUNDATION DRILLER LEADWORKER	PH90	6355		3,845.00	4,586.00	2
FUSION WELDER	PW20	6596	A	3,740.00	4,106.00	2
FUSION WELDER	PW20	6596	B	4,106.00	4,507.00	2
FUSION WELDER (CORRECTIONAL FACILITY)	PW25	6955		4,106.00	4,507.00	2
GLAZIER	QA20	6639	A	3,660.00	4,012.00	2
GLAZIER	QA20	6639	B	4,012.00	4,402.00	2
GLAZIER (CORRECTIONAL FACILITY)	QA25	6628		4,012.00	4,402.00	2
GROUNDSKEEPER	BL60	0731	A	2,687.00	3,051.00	2
GROUNDSKEEPER	BL60	0731	B	2,929.00	3,338.00	2
GROUNDSKEEPER -CORRECTIONAL FACILITY-	BL65	0743		2,929.00	3,338.00	2
GUNSMITH	QA80	6641		3,580.00	3,924.00	2
HEAVY EQUIPMENT BODYWORKER/PAINTER	QJ74	6812		3,497.00	3,828.00	2
HEAVY EQUIPMENT ELECTRICIAN	QJ77	6814		3,740.00	4,106.00	2
HEAVY EQUIPMENT MECHANIC	QJ70	6834	A	3,740.00	4,106.00	2
HEAVY EQUIPMENT MECHANIC	QJ70	6834	B	4,106.00	4,507.00	2
HEAVY EQUIPMENT MECHANIC (CORRECTIONAL FACILITY)	QJ72	6826		4,106.00	4,507.00	2
HEAVY EQUIPMENT MECHANIC APPRENTICE, CALTRANS	QJ81	3714	A	2,687.00	2,929.00	2
HEAVY EQUIPMENT MECHANIC APPRENTICE, CALTRANS	QJ81	3714	B	2,805.00	3,051.00	2
HEAVY EQUIPMENT MECHANIC APPRENTICE, CALTRANS	QJ81	3714	C	2,929.00	3,186.00	2
HEAVY EQUIPMENT MECHANIC APPRENTICE, CALTRANS	QJ81	3714	D	3,051.00	3,338.00	2
HEAVY EQUIPMENT MECHANIC APPRENTICE, CALTRANS	QJ81	3714	E	3,186.00	3,497.00	2
HEAVY EQUIPMENT MECHANIC APPRENTICE, CALTRANS	QJ81	3714	F	3,338.00	3,660.00	2
HEAVY TRUCK DRIVER	PI80	6378	A	3,186.00	3,497.00	2
HEAVY TRUCK DRIVER	PI80	6378	B	3,497.00	3,828.00	2
HEAVY TRUCK DRIVER -CORRECTIONAL FACILITY-	PI85	6379		3,497.00	3,828.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	A	15.37	15.37	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	A	2,664.00	2,664.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	B	16.07	16.07	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	B	2,785.00	2,785.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	C	16.77	16.77	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	C	2,906.00	2,906.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	D	18.17	18.17	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	D	3,149.00	3,149.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	E	19.56	19.56	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	E	3,391.00	3,391.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	F	20.96	20.96	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	F	3,633.00	3,633.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	G	22.36	22.36	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	G	3,875.00	3,875.00	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	H	25.15	25.15	2
HYDROELECTRIC PLANT ELECTRICIAN APPRENTICE	PL65	6457	H	4,360.00	4,360.00	2
HYDROELECTRIC PLANT ELECTRICIAN I	PL60	6455		4,844.00	5,719.00	2
HYDROELECTRIC PLANT ELECTRICIAN II	PL40	6453		5,577.00	6,585.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	A	15.37	15.37	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	A	2,664.00	2,664.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	B	16.07	16.07	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	B	2,785.00	2,785.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	C	16.77	16.77	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	C	2,906.00	2,906.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	D	18.17	18.17	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	D	3,149.00	3,149.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	E	19.56	19.56	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	E	3,391.00	3,391.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	F	20.96	20.96	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	F	3,633.00	3,633.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	G	22.36	22.36	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	G	3,875.00	3,875.00	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	H	25.15	25.15	2
HYDROELECTRIC PLANT MECHANIC APPRENTICE	PL75	6458	H	4,360.00	4,360.00	2
HYDROELECTRIC PLANT MECHANIC I	PL70	6456		4,844.00	5,719.00	2
HYDROELECTRIC PLANT MECHANIC II	PL50	6454		5,577.00	6,585.00	2
HYDROELECTRIC PLANT OPERATOR	PM20	6463	A	4,844.00	5,719.00	2
HYDROELECTRIC PLANT OPERATOR	PM20	6463	B	5,075.00	5,996.00	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	A	15.39	15.39	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	A	2,667.00	2,667.00	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	B	16.08	16.08	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	B	2,788.00	2,788.00	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	C	16.78	16.78	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	C	2,909.00	2,909.00	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	D	18.18	18.18	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	D	3,152.00	3,152.00	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	E	20.98	20.98	2
HYDROELECTRIC PLANT OPERATOR APPRENTICE	PM35	6469	F	23.78	23.78	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (BAKERY)	RD81	7284		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (BINDERY)	RE90	7218		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (COFFEE ROASTING AND GRINDING)	RB71	7123		3,924.00	4,726.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (COMPOSTING)	RB80	7159		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (CONCRETE CONSTRUCTION)	RD85	7188		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (CROP FARM)	BK20	0648		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (DAIRY)	BK15	0682		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (DENTAL LABORATORY)	RE62	7204		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (DETERGENT PLANT)	RB75	7151		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (DIGITAL SERVICES)	RB81	7193		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (EGG PRODUCTION)	RB72	7129		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (ENERGY PRODUCTION)	RD88	7167		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (FABRIC PRODUCTS)	RD50	7198		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (FARM EQUIPMENT MAINTENANCE)	RC95	7153		4,307.00	5,191.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (FOOD AND BEVERAGE	RC96	7155		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (FURNITURE REFURBISHING)	RD84	7287		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (KEY ENTRY)	RD65	7160		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (KNIT GOODS FINISHING)	RE50	7211		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (KNITTING MILL)	RE40	7210		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (LAUNDRY)	RE95	2109		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (MAINTENANCE + REPAIR)	RE70	7215		4,307.00	5,191.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (MATERIALS RECOVERY)	RE71	7213		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (MATTRESS + BEDDING)	RD40	7197		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (MEATCUTTING/PROCESSING)	RB73	7130		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (METAL FABRICATION)	RC80	7191		3,924.00	4,726.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (OPTICAL PRODUCTS)	RD68	7150		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (PAPER PRODUCTS)	RD87	7289		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (POULTRY PROCESSING)	RB69	7131		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (PRINTING)	RE80	7216		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (SAUSAGE MAKING/CURED MEATS)	RB77	7105		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (SEWING MACHINE REPAIR)	RD55	7152		4,307.00	5,191.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (SHOE MANUFACTURING)	RE20	7207		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (SHOES + BOOTS, LASTING TO PACKING)	RE10	7206		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (SILKSCREEN)	RE12	7321		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (TEXTILE MILL/FINISHING)	RD79	7277		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (TEXTILE MILL/SPINNING AND WEAVING)	RD78	7276		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (TOOL + DIE)	RC90	7192		4,307.00	5,191.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (UPHOLSTERY)	RC30	7179		3,924.00	4,726.00	2
INDUSTRIAL SUPERVISOR, PRISON INDUSTRIES (WOOD PRODUCTS)	RC20	7178		3,924.00	4,726.00	2
INDUSTRIAL WAREHOUSE AND DISTRIBUTION SPECIALIST, PRISON INDUSTRIES	RF19	7231		3,497.00	4,201.00	2
INSPECTOR OF AUTOMOTIVE EQUIPMENT	QN20	6892		4,012.00	4,837.00	2
JACKHAMMER OPERATOR	PA20	6203		3,051.00	3,338.00	2
JUNIOR INSPECTOR OF AUTOMOTIVE EQUIPMENT	QN25	6871		3,338.00	4,012.00	2
LABORER	PB30	6223		2,687.00	2,929.00	2
LAUNDRY EQUIPMENT REPAIR TECHNICIAN, PRISON INDUSTRIES	RA68	7270		4,726.00	5,698.00	2
LEAD AUTOMOBILE MECHANIC	QK90	6850	A	3,497.00	3,828.00	2
LEAD AUTOMOBILE MECHANIC	QK90	6850	B	3,828.00	4,201.00	2
LEAD AUTOMOBILE MECHANIC - CORRECTIONAL FACILITY-	QK95	6867		3,828.00	4,201.00	2
LEAD GROUNDSKEEPER	BL50	0725	A	2,805.00	3,338.00	2
LEAD GROUNDSKEEPER	BL50	0725	B	3,051.00	3,660.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
LEAD GROUNDSKEEPER -CORRECTIONAL FACILITY-	BL55	0720		3,051.00	3,660.00	2
LEAD GROUNDSKEEPER I (CORRECTIONAL FACILITY)	BL45	0718		3,497.00	4,201.00	2
LEAD GUNSMITH	QA85	6660		3,758.00	4,123.00	2
LEAD HEAVY EQUIPMENT BODYWORKER/PAINTER	QJ73	6813		3,660.00	4,012.00	2
LEAD MOTORCYCLE MECHANIC	QL14	6858		3,497.00	3,828.00	2
LEAD STRUCTURAL STEEL PAINTER	PQ20	6514		4,613.00	5,067.00	2
LOCKSMITH I	QA40	6642	A	3,660.00	4,012.00	2
LOCKSMITH I	QA40	6642	B	4,012.00	4,402.00	2
LOCKSMITH I (CORRECTIONAL FACILITY)	QA45	6643		4,012.00	4,402.00	2
LOCKSMITH II	QA50	6665		3,828.00	4,201.00	2
MACHINIST AND EQUIPMENT FABRICATOR	QI20	6802		4,012.00	4,402.00	2
MAINTENANCE AIDE (SEASONAL)	BS10	0987		9.98	11.11	2
MAINTENANCE AIDE (SEASONAL) (ANGEL ISLAND)	BS11	0989		9.98	11.11	2
MAINTENANCE MECHANIC	QA10	6940	A	3,835.00	4,207.00	2
MAINTENANCE MECHANIC	QA10	6940	B	4,207.00	4,621.00	2
MAINTENANCE MECHANIC -CORRECTIONAL FACILITY-	QA15	6941		4,207.00	4,621.00	2
MAINTENANCE WORKER, DEPARTMENT OF THE CALIFORNIA HIGHWAY PATROL	QK60	2029		2,391.00	2,805.00	2
MAINTENANCE WORKER, DISTRICT FAIRS	QG50	6760		3,196.00	3,505.00	2
MANUFACTURING PLANNING SYSTEMS SPECIALIST I	RA35	7456		4,120.00	4,962.00	2
MANUFACTURING PLANNING SYSTEMS SPECIALIST II	RA40	7457		4,962.00	5,984.00	2
MASON -CORRECTIONAL FACILITY-	PX55	6617		4,012.00	4,402.00	2
MASON I	PX50	6616	A	3,660.00	4,012.00	2
MASON I	PX50	6616	B	4,012.00	4,402.00	2
MASON II	PX52	6615		3,828.00	4,201.00	2
MATE, FISH AND GAME VESSEL	QU90	6986		3,580.00	3,924.00	2
MATERIALS AND STORES SPECIALIST	PB25	1506	A	2,877.00	3,420.00	2
MATERIALS AND STORES SPECIALIST	PB25	1506	B	3,128.00	3,751.00	2
MATERIALS AND STORES SUPERVISOR	PB24	1503	A	3,186.00	3,828.00	2
MATERIALS AND STORES SUPERVISOR	PB24	1503	B	3,497.00	4,201.00	2
MATERIALS AND STORES SUPERVISOR	PB24	1503	S	3,186.00	3,829.00	2
MATERIALS AND STORES SUPERVISOR	PB24	1503	T	3,497.00	4,201.00	2
MATERIALS AND STORES SUPERVISOR I -CORRECTIONAL FACILITY-	PB19	1508		3,128.00	3,751.00	2
MATERIALS AND STORES SUPERVISOR II -CORRECTIONAL FACILITY-	PB18	1505	A	3,497.00	4,201.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
MATERIALS AND STORES SUPERVISOR II - CORRECTIONAL FACILITY-	PB18	1505	S	3,497.00	4,201.00	2
MECHANIC'S HELPER	QK10	6837		2,805.00	3,051.00	2
MECHANIC'S HELPER, CALTRANS	QK09	3715		2,805.00	3,051.00	2
MILITARY DEPARTMENT EQUIPMENT OPERATOR	PI75	6592		3,186.00	3,672.00	2
MILITARY DEPARTMENT HEAVY EQUIPMENT OPERATOR	PI70	6591	A	3,338.00	3,843.00	2
MILITARY DEPARTMENT HEAVY EQUIPMENT OPERATOR	PI70	6591	B	3,660.00	4,213.00	2
MILL AND CABINET WORKER	PO30	6488		3,660.00	4,012.00	2
MOTOR VESSEL ENGINEER	QV20	6989		3,120.00	3,580.00	2
MOTORCYCLE MECHANIC	QL15	6852		3,338.00	3,660.00	2
MUSEUM ELECTRICIAN	PS70	6540		4,201.00	4,613.00	2
OFFICE MACHINE SERVICE TECHNICIAN	QH78	6782	A	3,264.00	3,580.00	2
OFFICE MACHINE SERVICE TECHNICIAN	QH78	6782	B	3,419.00	3,742.00	2
OFFICE MACHINE SERVICE TECHNICIAN (ELECTRONIC)	QH76	6797		3,740.00	4,106.00	2
OFFICE MACHINE SERVICE TECHNICIAN TRAINEE	QH80	6785		2,649.00	2,880.00	2
PAINTER APPRENTICE	PQ95	6527	A	2,543.00	2,758.00	2
PAINTER APPRENTICE	PQ95	6527	B	2,683.00	2,913.00	2
PAINTER APPRENTICE	PQ95	6527	C	2,831.00	3,078.00	2
PAINTER APPRENTICE	PQ95	6527	D	2,987.00	3,264.00	2
PAINTER APPRENTICE	PQ95	6527	E	3,156.00	3,463.00	2
PAINTER APPRENTICE	PQ95	6527	F	3,350.00	3,676.00	2
PAINTER I	PQ90	6526	A	3,660.00	4,012.00	2
PAINTER I	PQ90	6526	B	4,012.00	4,402.00	2
PAINTER I (SAFETY)	PQ93	6529	A	3,660.00	4,012.00	2
PAINTER I (SAFETY)	PQ93	6529	B	4,012.00	4,402.00	2
PAINTER I -CORRECTIONAL FACILITY-	PQ92	6528		4,012.00	4,402.00	2
PAINTER II	PQ80	6525	A	3,828.00	4,201.00	2
PAINTER II	PQ80	6525	B	4,201.00	4,613.00	2
PAINTER II -CORRECTIONAL FACILITY-	PQ85	6524		4,201.00	4,613.00	2
PAINTER III (CORRECTIONAL FACILITY)	PQ65	6521		4,402.00	4,837.00	2
PAINTER SUPERVISOR	PQ60	6520	A	4,012.00	4,402.00	2
PAINTER SUPERVISOR	PQ60	6520	B	4,402.00	4,837.00	2
PAINTER SUPERVISOR	PQ60	6520	S	4,021.00	4,411.00	2
PAINTER SUPERVISOR	PQ60	6520	T	4,411.00	4,847.00	2
PARK LANDSCAPE MAINTENANCE TECHNICIAN	BL48	0715		2,987.00	3,580.00	2
PARK MAINTENANCE ASSISTANT	QG95	6766		2,687.00	2,929.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
PARK MAINTENANCE ASSISTANT (ANGEL ISLAND)	QG96	5057		2,687.00	2,929.00	2
PARK MAINTENANCE WORKER I	QG90	6767		2,929.00	3,497.00	2
PARK MAINTENANCE WORKER I (ANGEL ISLAND)	QG92	5058		2,929.00	3,497.00	2
PARK MAINTENANCE WORKER II	QG85	6768		3,186.00	3,828.00	2
PARK MAINTENANCE WORKER II (ANGEL ISLAND)	QG86	5065		3,186.00	3,828.00	2
PEST CONTROL TECHNICIAN	SX95	0569	A	3,051.00	3,338.00	2
PEST CONTROL TECHNICIAN	SX95	0569	B	3,338.00	3,660.00	2
PEST CONTROL TECHNICIAN (CORRECTIONAL FACILITY)	SX97	7199		3,338.00	3,660.00	2
PLUMBER APPRENTICE	PT55	6553	A	2,543.00	2,758.00	2
PLUMBER APPRENTICE	PT55	6553	B	2,698.00	2,941.00	2
PLUMBER APPRENTICE	PT55	6553	C	2,880.00	3,136.00	2
PLUMBER APPRENTICE	PT55	6553	D	3,070.00	3,350.00	2
PLUMBER APPRENTICE	PT55	6553	E	3,275.00	3,595.00	2
PLUMBER APPRENTICE	PT55	6553	F	3,505.00	3,851.00	2
PLUMBER I	PT40	6549	A	3,828.00	4,201.00	2
PLUMBER I	PT40	6549	B	4,201.00	4,613.00	2
PLUMBER I -CORRECTIONAL FACILITY-	PT45	6550		4,201.00	4,613.00	2
PLUMBER II	PT30	6548	A	4,012.00	4,402.00	2
PLUMBER II	PT30	6548	B	4,402.00	4,837.00	2
PLUMBER II (CORRECTIONAL FACILITY)	PT35	6594		4,402.00	4,837.00	2
PLUMBER III (CORRECTIONAL FACILITY)	PT15	6545		4,613.00	5,067.00	2
PLUMBER SUPERVISOR	PT10	6543	A	4,201.00	4,613.00	2
PLUMBER SUPERVISOR	PT10	6543	B	4,613.00	5,067.00	2
PLUMBER SUPERVISOR	PT10	6543	S	4,209.00	4,623.00	2
PLUMBER SUPERVISOR	PT10	6543	T	4,623.00	5,077.00	2
PRISON CANTEEN MANAGER I	PB26	1575		3,497.00	4,201.00	2
PRODUCT ENGINEERING TECHNICIAN, PRISON INDUSTRIES	RA30	7162		4,307.00	5,191.00	2
RAILROAD RESTORATION SPECIALIST	PZ35	6650		3,924.00	4,307.00	2
RESTORATION AND MAINTENANCE LEAD WORKER, HISTORIC RAILROADS	PZ25	6649		3,828.00	4,613.00	2
RESTORATION WORK SPECIALIST	PZ20	6648		3,924.00	4,307.00	2
RESTORATION WORKER	PZ30	6651		2,929.00	3,186.00	2
SENIOR COMPUTER EQUIPMENT TECHNICIAN	QH96	6794		3,924.00	4,307.00	2
SENIOR EQUIPMENT MATERIEL SPECIALIST	QK75	1542		3,762.00	4,116.00	2
SENIOR FOUNDATION DRILLER	PH80	6353		4,207.00	5,034.00	2
SENIOR HYDROELECTRIC PLANT OPERATOR	PM10	6462		5,577.00	6,585.00	2
SENIOR MAINTENANCE AIDE (SEASONAL)	BS12	0996		11.52	12.37	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
SENIOR MAINTENANCE AIDE (SEASONAL) (ANGEL ISLAND)	BS13	0997		11.52	12.37	2
SENIOR MAINTENANCE WORKER, DISTRICT FAIRS	QG40	6759		3,505.00	3,851.00	2
SENIOR TELECOMMUNICATIONS TECHNICIAN	QO80	6910		4,726.00	5,714.00	2
SENIOR WATER AND POWER DISPATCHER	PK87	6466	A	5,975.00	7,213.00	2
SENIOR WATER AND POWER DISPATCHER	PK87	6466	S	5,977.00	7,214.00	2
SERVICE ASSISTANT (MAINTENANCE AND OPERATIONS)	PM40	9995		2,130.00	2,297.00	2
SERVICE ASSISTANT (MAINTENANCE)	PF45	9994		2,481.00	2,687.00	2
SERVICE ASSISTANT (MAINTENANCE), CALTRANS	PM39	3712		2,481.00	2,687.00	2
SERVICE ASSISTANT -AUTOMOTIVE-	QN90	6917		2,077.00	2,402.00	2
SHEET METAL WORKER	PV80	6584	A	3,828.00	4,201.00	2
SHEET METAL WORKER	PV80	6584	B	4,201.00	4,613.00	2
SHEET METAL WORKER (CORRECTIONAL FACILITY)	PV85	7562		4,201.00	4,613.00	2
SKILLED LABORER	PA70	6212	A	3,051.00	3,338.00	2
SKILLED LABORER	PA70	6212	B	3,338.00	3,660.00	2
STATE PARK EQUIPMENT OPERATOR	PJ20	6389		3,906.00	4,283.00	2
STEAMFITTER	PT80	6558	A	3,828.00	4,201.00	2
STEAMFITTER	PT80	6558	B	4,201.00	4,613.00	2
STEAMFITTER SUPERVISOR -CORRECTIONAL FACILITY-	PT65	6557		4,613.00	5,067.00	2
STRUCTURAL STEEL PAINTER	PQ40	6517		4,201.00	4,613.00	2
STRUCTURAL STEEL PAINTER APPRENTICE	PQ45	6519	A	2,987.00	3,264.00	2
STRUCTURAL STEEL PAINTER APPRENTICE	PQ45	6519	B	3,120.00	3,419.00	2
STRUCTURAL STEEL PAINTER APPRENTICE	PQ45	6519	C	3,264.00	3,580.00	2
STRUCTURAL STEEL PAINTER APPRENTICE	PQ45	6519	D	3,419.00	3,742.00	2
STRUCTURAL STEEL WELDER	PW40	6598		4,201.00	4,613.00	2
SUPERVISING GROUNDSKEEPER I	BL40	0719	A	3,186.00	3,828.00	2
SUPERVISING GROUNDSKEEPER I	BL40	0719	B	3,497.00	4,201.00	2
SUPERVISING GROUNDSKEEPER II - CORRECTIONAL FACILITY-	BL30	0716	A	3,828.00	4,613.00	2
SUPERVISING GROUNDSKEEPER II - CORRECTIONAL FACILITY-	BL30	0716	S	3,829.00	4,614.00	2
TELECOMMUNICATIONS FACILITIES TECHNICIAN I, CALIFORNIA HIGHWAY PATROL	HI10	5125		4,012.00	4,402.00	2
TELECOMMUNICATIONS FACILITIES TECHNICIAN II, CALIFORNIA HIGHWAY PATROL	HI20	5126		4,202.00	4,613.00	2
TELECOMMUNICATIONS TECHNICIAN	QO90	6911		4,507.00	5,197.00	2
TELECOMMUNICATIONS TECHNICIAN TRAINEE	QO95	6912		3,580.00	3,924.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
TRACTOR OPERATOR-LABORER	PJ30	6390	A	3,350.00	3,676.00	2
TRACTOR OPERATOR-LABORER	PJ30	6390	B	3,676.00	4,027.00	2
TRACTOR OPERATOR-LABORER (CORRECTIONAL FACILITY)	PJ35	7560		3,676.00	4,027.00	2
TREE MAINTENANCE LEADWORKER	BM20	0745		3,264.00	3,924.00	2
TREE MAINTENANCE LEADWORKER, CALTRANS	BM21	9382		3,264.00	3,924.00	2
TREE MAINTENANCE WORKER	BM30	0748		3,120.00	3,580.00	2
TREE MAINTENANCE WORKER, CALTRANS	BM31	9381		3,120.00	3,580.00	2
TRUCK DRIVER	PI90	6381	A	3,051.00	3,338.00	2
TRUCK DRIVER	PI90	6381	B	3,338.00	3,660.00	2
TRUCK DRIVER -CORRECTIONAL FACILITY-	PI95	6382		3,338.00	3,660.00	2
UPHOLSTERER	DE40	2082	A	3,051.00	3,660.00	2
UPHOLSTERER	DE40	2082	B	3,338.00	4,012.00	2
UPHOLSTERER (SAFETY)	DE45	2084	A	3,051.00	3,660.00	2
UPHOLSTERER (SAFETY)	DE45	2084	B	3,338.00	4,012.00	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	A	14.79	14.79	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	A	2,563.00	2,563.00	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	B	15.36	15.36	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	B	2,662.00	2,662.00	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	C	15.92	15.92	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	C	2,760.00	2,760.00	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	D	17.06	17.06	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	D	2,957.00	2,957.00	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	E	18.20	18.20	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	E	3,154.00	3,154.00	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	F	20.48	20.48	2
UTILITY CRAFTSWORKER APPRENTICE, WATER RESOURCES	PD65	6267	F	3,549.00	3,549.00	2
UTILITY CRAFTSWORKER, WATER RESOURCES	PD55	6265		3,943.00	4,317.00	2
UTILITY SHOPS SPECIALIST (CORRECTIONAL FACILITY)	QG16	6777		4,507.00	4,950.00	2
WAREHOUSE WORKER	PB20	6220	A	2,877.00	3,128.00	2
WAREHOUSE WORKER	PB20	6220	B	3,128.00	3,420.00	2

Class Title	Schem Code	Class Code	Alt RG	Min Sal	Max Sal	WWG
WAREHOUSE WORKER	PB20	6220	L	2,877.00	3,128.00	2
WAREHOUSE WORKER	PB20	6220	M	3,128.00	3,420.00	2
WAREHOUSE WORKER -CORRECTIONAL FACILITY-	PB15	6221		3,128.00	3,420.00	2
WATER AND POWER DISPATCHER	PK88	6467		5,442.00	6,567.00	2
WINDOW CLEANER	DD40	2037		2,805.00	3,338.00	2

Bargaining Unit 12
Craft and Maintenance
July 1, 2010 through July 1, 2012

Date:

RANDY FISHER, Chief Negotiator
Department of Personnel Administration

DAVID JAKE
Department of Transportation

CANDACE MURCH
Department of Mental Health

PAT WILSON
California Highway Patrol

DIANNE CHAPIN
Department of Parks & Recreation

DEBRA SPRINKLE
Department of Water Resources

STEVE FRANCIS
Department of Corrections

JILL ELLWOOD
Department of General Services

CHERYL WRIGHT
Prison Industry Authority

JESSICA REAM
Department of Personnel Administration

GEORGE SWIFT, Chief Negotiator
IUOE Local 12

TIM NEEP, Director
IUOE State Unit 12

TRAVIS TWEEDY, Coordinator
IUOE Local 3

ROBERT BELGERI, Coordinator
IUOE Local 39

MICHAEL PLACENCIA, Coordinator
IUOE Local 501

CARL BOLING
Department of Transportation

FRANK DAVI
Department of Parks & Recreation

DAN HARRIMAN
Department of Highway Patrol

SHANDON LYON
Department of Transportation

CARL FREDERICK
Department of General Services

LARRY SOUTHERLAND
Prison Industry Authority

FRANK PRENDEZ
Department of Corrections

JESS PEREZ
Department of Water Resources