PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT

BARGAINING UNIT 9

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ARTICLE 1 - RECOGNITION AND PURPOSE

1.1 Recognition and Purpose

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into by and between the State of California (hereinafter “State” or “State employer”) and Professional Engineers in California Government (hereinafter “PECG”), pursuant to the Ralph C. Dills Act, Government Code Sections 3512 et seq.

Its purpose is to improve employer-employee relations between the parties by establishing wages, hours, other terms and conditions of employment, and other subjects contained herein.

Pursuant to the Dills Act and PERB Certification #S-SR-9, the State recognizes PECG as the exclusive representative of all employees in the Professional Engineer Unit, Unit 9 (hereinafter “Bargaining Unit”). Pursuant to Government Code Section 3517, the State employer shall be represented by the Director of the Department of Human Resources (hereinafter “CalHR”) or his/her designee.

ARTICLE 2 -TERM

2.1 Term

a. The terms of this contract shall go into effect on July 2, 2015 and shall remain in full force and effect through and including June 30, 2018.

b. PECG reserves the right to reopen negotiations after March 1, 2018, by giving the State written notice.

c. If other Bargaining Units receive increases in items in these sections of the MOU, the same increases shall be provided to Unit 9 employees:

3.4 Bilingual Differential

4.3 NDI

4.4 Enhanced NDI

4.12 Rural Subsidy Program

7.1 Business and Travel Expense

7.2 Commute Program

7.6 Overtime Meals

ARTICLE 3 - SALARIES AND COMPENSATION

3.1 Salary Parity for Unit 9

The State and PECG will continue to complete the salary survey of Unit 9. This survey will include the Professional Engineer Benchmarks that utilize the California public agencies and the University of California included in the department's survey dated December 2002, and the local agency classifications and salary range matches contained therein. The salary survey for those classifications and agencies shall be current data. The agencies and classifications included in the survey shall only be changed upon agreement between CalHR and PECG.

Survey Methodology:

A. All steps in each salary range shall be increased by the same percentage. The salary for intermediate classifications in ranges between the Entry and Supervisory levels shall be based on prorating or interpolating the salaries.

B. All salary increases shall be rounded to the nearest dollar. In no event shall salaries be reduced as a result of this provision. CalHR and PECG may negotiate salaries above the minimum level on any general, regional, specialty, classification, department, or other basis they choose to agree upon.

C. Salaries for Unit 9 employees shall be increased as appropriate to correspond to the timing of the salaries received by local agency employees included in the survey.

By mutual agreement CalHR and PECG can meet to discuss benchmarks and methodologies.

Beginning with the January 2016 salary survey, the calculation of the salary lead or lag for Unit 9 employees shall be based on the weighted average salaries of employees in the classifications in the surveyed agencies as of January 1.

Notwithstanding the above provisions, salary increases pursuant to this section shall not be provided during the term of this MOU.

The most current version of the salary survey will be posted on the CalHR website.

3.2 Merit Salary Adjustments

a. Unit 9 employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable CalHR rules.

b. Notwithstanding 2 Cal. Code Reg. § 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 12 (Grievance and Arbitration) of this agreement.

3.3 Professional Qualification Compensation

a. Licensing Examinations – Fees and Time Off

1. Upon successful completion of any portion of the examination for the licenses listed below, the State shall reimburse Unit 9 employees for all fees and charges required to apply for and participate in the examination for the following professional licenses: Engineer, Architect, Landscape Architect, Land Surveyor, Engineer-in-Training, LSIT, Engineering Geologist and Geologist. The State shall also reimburse Unit 9 employees for their renewal fees for the above licenses provided, however, the State shall not reimburse employees for late fees (or penalties) due to untimely renewal.

2. The State shall credit eight (8) hours of compensating time off upon successful completion of the examination needed to obtain one of the licenses listed in 1. above to compensate for that portion of the exam taken on the employee's normal day off.

3. If an employee is scheduled to take an examination for one of the licenses listed in 1. above during his/her work day, the employee will be granted State release time to take the examination upon presentation of proof that the employee is scheduled for the examination. Such release time is limited to the time required for the exam and includes reasonable travel time to and from the nearest examination site, not to exceed the normal work shift on the exam day.

b. Professional Society and Organization Dues

Unit 9 employees who have an active license in the field in which they are employed shall, regardless of whether the license is required as a condition of employment for their classification (or range within a classification), be reimbursed for dues paid to one job-related professional society or organization. Said reimbursement shall not exceed one hundred dollars ($100) per fiscal year provided, however, the State shall not reimburse employees for late fees or penalties due to untimely renewal of their membership.

3.4 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Human Resources as eligible to receive bilingual pay according to the following standards:

a. Definition of bilingual positions 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 their bilingual skills ten percent (10%) or more of the time will be eligible whether they are 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 Human Resources. (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 $100.00 per monthly pay period, including holidays.

(2) A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.

(3) A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.

(4) An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of $.58 per hour.

(5) An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of $4.61 per day.

c. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Human Resources will receive the bilingual differential pay on a regular basis.

d. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

e. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Human Resources may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

f. Employees will be eligible to receive the bilingual differential payments on the date the Department of Human Resources approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

g. Bilingual differential 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.

h. Effective October 31, 2002, qualifying employees in Work Week Group 2 shall receive bilingual compensation for overtime hours worked.

i. 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.

j. The bilingual differential pay shall be included in the rate used to calculate temporary disability; industrial disability and non-industrial disability leave benefits.

3.5 Overpayments/Payroll Errors

Overpayments/Payroll errors shall be administered in accordance with Government Code Section 19838 except as otherwise provided in Section 3.12 entitled Late Docks.

3.6 Timely Payment of Wages

a. When a permanent full-time or probationary 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 delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.

2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than 50% of the employee's actual net pay will normally be issued within five work days after payday except as otherwise provided in Section 3.12 entitled Late Docks. No more than two salary advances per calendar year may be issued under these circumstances.

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.

4. The circumstances listed in (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.

b. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

c. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.

d. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at that time.

3.7 Long Term Differential

a. This section applies to Caltrans employees who otherwise qualify for long term per diem pursuant to Section 7.1, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.

b. Caltrans employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive a monthly pay differential in lieu of long term per diem for meals and receipted lodging.

c. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.

d. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro-rated for months in which the LTA begins or ends in the middle of the month.

e. The LTA monthly differential shall be $1,800.00. Effective October 31, 2002, this rate shall be the same for employees who maintain (and employees who do not maintain) a separate permanent residence at their headquarters location as otherwise described for purposes of long term travel reimbursement in subsection 7.1 of this agreement.

f. Long Term Differential Pay shall not be added to base pay for purposes of calculating such things as overtime.

g. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

h. Departments other than Caltrans may provide the Long Term Assignments differential provided in this section at the department's discretion.

3.8 Prison Recruitment and Retention Bonus

a. Effective July 1, 1998, Unit 9 employees who are employed by the Department of Corrections and Rehabilitation at Avenal, Ironwood, Calipatria, Centinella or Chuckawalla Valley State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of $2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.

b. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Centinella or Chuckawalla Valley State Prisons, there will be no pro rata payment for those months at either facility.

c. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro rata share for those months served.

d. If an employee promotes to a different facility, or department other than Avenal, Ironwood, Calipatria, Centinella or Chuckawalla Valley State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.

e. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

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

g. Employees on IDL shall continue to receive this stipend.

h. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of $2,400.

3.9 Shift Differential

Unit 9 employees who regularly work shifts shall receive a night shift differential as currently set forth below:

Effective July 1, 2015, Unit 9 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 eighty (80) 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 one dollar per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.

Effective July 1, 2016, Unit 9 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 one dollar and eighty cents (1.80) 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 two dollars per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.

3.10 Diving Pay

a. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of $12.00 per diving hour.

b. Upon Department of Human Resources approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.

3.11 Range Changes

a. Employees shall receive upon movement to an alternate range the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in CalHR Rule 599.681.

b. Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said requests by employees shall be in writing and submitted no less than 30-days prior to the employee's anniversary date for purposes of the range change.

3.12 Late Docks

Notwithstanding Section 3.5 (Overpayments/Payroll Errors) and Section 3.6 (Timely Payment of Wages), departments may elect to proceed as follows as it pertains to “late docks”.

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

    1. The employee will receive a regular pay warrant on pay day (unless it would have been withheld for purposes other than the late dock);

    2. The employee will be overpaid, since the dock time will not have been deducted from the employee’s pay check; and,

    3. The employee’s pay will be adjusted for any dock time occurring before the SCO cutoff date, since late docks occur on or after the cutoff date established by SCO.

b. Employees who are overpaid because of paragraph a. above, will repay the State for their overpayment by an automatic payroll deduction of the total amount from their next month’s pay check/warrant (or successive warrants where needed to satisfy the debt). Departments shall notify employees about the overpayment and the automatic payroll deduction in writing. The absence of said notification before the overpayment is made will not preclude the department from automatically deducting overpayments as otherwise permitted by this section.

c. Departments that elect to proceed under this section may do so on an employee-by-employee basis thereby reserving the right to issue salary advances in lieu of a regular paycheck in order to avoid an overpayment due to a late dock under such circumstances as when an employee has previous “late dock” situations or if there is reason to expect the employee to leave state service prior to the end of the next pay period.

d. If an employee separates or retires from State service before satisfying late dock overpayments as a result of this section, the State shall deduct the total amount due from any other pay owing the employee at the time of his/her separation or retirement.

3.13 ICBO/OSHPD Certificates – Department of General Services

Full-time Unit 9 employees employed by the Department of General Services (DGS) in the following classifications who successfully complete the examination for the International Conference of Building Officials (ICBO) or the Office of Statewide Health Planning and Development (OSHPD) certificates may be reimbursed for application

and/or examination fees. Full-time Unit 9 employees in DGS may also be reimbursed for renewal fees once every three years.

Construction Inspector II
Construction Supervisor I
Construction Supervisor II

3.14 Safety Professional Certificates – Department of Industrial Relations

Full-time Unit 9 employees employed by the Department of Industrial Relations (DIR) in the following classifications who successfully complete the examination for Certified Safety Professional administered by the Board of Certified Safety Professionals may be reimbursed for application and/or examination fees. Full-time Unit 9 employees in DIR may also be reimbursed for renewal fees once per calendar year.

Junior Safety Engineer

Assistant Safety Engineer

Associate Safety Engineer

Associate Safety Engineer (Amusement Rides)

Associate Safety Engineer (Elevators)

Associate Safety Engineer (M/T)

Associate Safety Engineer (Pressure Vessels)

Senior Safety Engineer (Construction)

Senior Safety Engineer (Electrical)

Senior Safety Engineer (Industrial)

3.15 Climbing Pay

a. Air Resources Board

Air Resources Board (ARB) employees who are required to climb to the sampling point of smoke stacks or storage tanks at a height of 30 feet or more shall receive an hourly differential of $10.00 per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing. Effective April 1, 2002, “climbing” smoke stacks and storage tanks requires the use of hands and feet for thirty (30) feet upward to sampling points. “Climbing” does not include such things as taking an elevator or climbing the stairs in a building upon which a smoke stack is located.

b. Caltrans and Water Resources

Caltrans and Department of Water Resources employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of $10.00 per actual climbing hour using climbing equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.

c. Department of Industrial Relations

Effective April 1, 2002, Department of Industrial Relations (DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars ($10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.

d. Department of General Services and California Governor's Office of Emergency Services

Department of General Services (DGS) and California Governor's Office of Emergency Services (CalOES) employees who are required to climb Telecommunications tower antenna structures and employees of the same departments who are required to hold backup safety lines for climbers at a height of thirty feet or more, shall receive an hourly differential of ten dollars ($10) per actual climbing hour using climbing equipment or holding backup safety lines. Climbing requires the use of hands and feet and shall not include such things as taking an elevator or climbing stairs contained in a building upon which a tower antenna structure is located. Employees are required to complete training prescribed by DGS or CalOES in positions requiring climbing.

e. Compensation Terms

Effective April 1, 2002, employees who "climb" pursuant to a., b., c., and d. will receive a minimum of one hour of climbing pay for any amount of climbing during the first hour of each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

3.16 Non-Licensed Classification Bonus

Employees in non-deep classifications at the associate level which do not require a license as a condition of appointment or promotion who currently have or during the term of this agreement obtain a license related to their field of work, shall receive a one-time $500 bonus and (effective October 31, 2002) shall not receive multiple boni.

3.17 Traffic Engineer Differential

Ten (10) licensed Traffic Engineers in Range C of the Transportation Engineer, Caltrans, classification who spend a majority of their time performing Traffic Engineer related duties, shall receive a salary differential effective July 1, 1999, of $225 per month. If there are more than ten (10) qualifying engineers, those ten (10) with the most state seniority shall receive the differential. The differential shall be considered compensation for purposes of retirement and overtime.

3.19 Recruitment and Retention Pay Differential

a. Effective April 1, 2002, the State shall provide a Recruitment and Retention Pay Differential of three hundred dollars ($300) per month to all employees in the classes listed below:

Class Code	Schem Code	Classification
3345	GV80	Structural Engineering Associate
3336	GV50	Senior Structural Engineer
3359	GW10	Lead Senior Structural Engineer - Emergency
3362	GW20	Senior Structural Engineer - Emergency
3163	GK20	Senior Transportation Electrical Engineer (Specialist)
3166	GK30	Associate Transportation Electrical Engineer (Specialist)
3600	HJ30	Senior Electrical Engineer
3603	HJ40	Associate Electrical Engineer
3000	GM15	Associate Electrical Engineer, Caltrans
3611	HK10	Associate Electrical Engineer Hydraulic Structures
3613	HJ55	Electrical Engineer
3825	HY70	Associate Sanitary Engineer

Class Code	Schem Code	Classification
3848	HY90	Sanitary Engineer (Range D)
3640	HK85	Associate Telecommunications Engineer
2177	GM30	Senior Electrical Engineer, Caltrans (Specialist)
3377	GX60	Associate Electronics Engineer
3609	HJ54	Transportation Engineer (Elect)
4847	BI26	Elect Gen Systems Program Specialist I
4848	BI23	Elect Gen Systems Program Specialist II
4860	BI36	Elect Transmission Systems Program Specialist I
4861	BI33	Elect Transmission Systems Program Specialist II

b. 1. Effective April 1, 2002, the State shall provide a Recruitment and Retention Pay Differential of $200 per month to all employees in the classes listed below:

Class Code	Schem Code	Classification
3406	GZ30	Assistant Chemical Testing Engineer
3607	HJ70	Assistant Engineering Specialist - Electrical
3899	IF55	Assistant Safety Engineer
3643	HK95	Assistant Telecommunications Engineer
3649	HN25	Automotive Equipment

Class Code	Schem Code	Classification
		Standards Engineer
3409	GZ40	Junior Chemical Testing Engineer
3132	GH60	Junior Civil Engineer
3890	IF35	Junior Safety Engineer
3848	HY90	Sanitary Engineer (Ranges A, B, and C)

2. The above Recruitment and Retention differential payments shall not be considered as compensation for purposes of retirement contributions.

3. If an employee transfers to an ineligible classification, CalHR may rescind the differential.

c. 1. Effective April 1, 2002, upon approval by the Department of Human Resources and PECG, departments may provide Unit 9 employees a recruitment and retention differential for specific positions, classifications, facilities, or geographic locations.

2. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.

3. Permanent intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.

4. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

5. The department may withdraw any recruitment and retention differential established pursuant to this section for a specific position(s), classifications, facilities, geographic locations for new hires with a thirty (30) day notice to PECG.

6. It is understood by PECG that the decision to implement or not implement recruitment and retention payments established pursuant to this section, or to withdraw authorization for such payments or differential, and the amount of such payments or differentials rest solely with the State and that such decision is not grievable or arbitrable.

3.21 Lead Person Differential

a. Effective October 31, 2002, Transportation Surveyors (Class code 3029) employed by Caltrans who are designated as Lead persons in writing over a field survey party shall receive a lead person differential of $253.00 per month.

b. Employees who receive the differential waive the right to seek out-of-class compensation based on, or as consideration for, lead person duties.

c. This differential shall be considered compensation for purposes of calculating retirement. The differential shall also be considered part of the base for purposes of calculating overtime.

3.25 Personal Expense Differential

1. This section applies to Unit 9 employees who are required to be on State business more than 50 miles from their home and headquarters and incur personal, non-receipted expenses as the result of said travel which are not reimbursed under statutes, regulations, policies or MOU provisions pertaining to business and travel expenses.

2. Employees receiving reimbursement for business and travel expenses by other means (e.g., statutes, rules or MOU provisions such as the Long Term Differential in Section 3.7 or Business and Travel Expenses in Section 7.1) shall not be eligible for the personal expense differential.

3. Eligible employees may request (and shall thereafter receive) a personal expense differential rate of:

   A. $67 for personal, non-receipted expenses associated with travel of 12 to 24 hours if expenses are incurred; and,

   B. $33 for personal, non-receipted expenses associated with travel of less than 12 hours if expenses are not incurred.

4. The personal expense differential may only be requested (and shall only be approved) when the employee used facilities such as, but not limited to, house trailers and camping equipment. Staying with friends, relative or at one's own second residence is not qualifying.

5. Departments may adopt differing procedures for purposes of implementing this section (e.g., the form used to request the differential, cutoff dates for submission of the form). Advances will not be approved.

6. The personal expense differential shall not be considered compensation for purposes of calculating overtime.

7. The personal expense differential shall not be considered compensation for purposes of retirement contributions.

3.26 Salaries

All Unit 9 employees shall receive a General Salary Increase (GSI) of 5% effective July 1, 2016.

All Unit 9 employees shall receive a General Salary Increase (GSI) of 2% effective July 1, 2017.

3.27 DWR Operational Availability

This provision is effective July 1, 2015.

A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 9 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 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 9 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 PECG of the possible adjustment to the operational availability goals. At that time PECG may consult with DWR Management on the adjusted goals.

B. Employee Eligibility

   1. Must be an employee in a Bargaining Unit 9 classification 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.

3. 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.

4. 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.

5. 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 employees. Usage of CTO shall be requested and used by the employee in the same manner as vacation/annual leave.

E. At the employer's option, unused Operational Availability Incentive Bonus CTO hours on the books may be cashed out on June 30 of every fiscal year.

F. Disputes under this Operational Availability Incentive Program are grievable only to the fourth level and are not arbitrable under Article 12 – Grievance Procedure.

3.28 Labor/Management Committee on State Payroll System

The parties agree to participate in a Labor/Management Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and labor representatives. In addition, the CalHR shall designate a chairperson of the committee. PECG may have one representative who shall serve without loss of compensation.

This section shall not be subject to the grievance and arbitration procedure.

ARTICLE 4 - HEALTH AND WELFARE

4.1 Health Benefit Plan

A. Health Contribution Amounts

1. The State will continue to pay the following employer health contribution rates established on January 1, 2015. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

   a. The State shall pay up to $557 per month for coverage of an eligible employee (party code one).

   b. The State shall pay up to $1,083 per month for coverage of an eligible employee plus one dependent (party code two).

   c. The State shall pay up to $1,401 per month for coverage of an employee plus two or more dependents (party code three).

2. The employer health benefits contribution for each employee shall be an amount equal to eighty-five (85) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

3. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

B. Dental Benefits Plans

1. Contribution Amounts

   a. The State agrees to continue to pay the following contributions that went into effect January 1, 2015 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Human Resources.

      (1) The State shall pay up to $36.64 per month for coverage of an eligible employee.

      (2) The State shall pay up to $63.97 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay up to $92.46 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 twenty-five percent (25%) of the total premium.

2. Coverage During First 24 Months of Employment

Employees 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 the indemnity or preferred provider option plan.

C. Vision Benefit Plan 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.

4.2 Eligibility for Benefits

A. Health Benefits Eligibility

1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

a. 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 sixty (60) days from the end of the qualifying control period.

b. 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 nine hundred sixty (960) paid hours in two consecutive control periods.

3. 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 Benefits

1. Employee Eligibility

   Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 4.2 A.1. and 2. of this agreement.

2. Family Member Eligibility

   Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 4.2 A.3. of this agreement.

C. Vision Benefits

1. Employee Eligibility

   Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 4.2 A.1. and 2. of this agreement.

2. Family Member Eligibility

   Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section 4.2. A.3. of this agreement.

D. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

4.3 Non-Industrial Disability Insurance

A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed $135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit

period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

C. 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 for at least one full day. A full day is defined as a 24-hour period starting at midnight.

D. If the employee elects to use vacation, annual leave, personal 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, vacation leave, annual leave, personal leave, or catastrophic 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 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 100% of their regular "full pay." This does not qualify the employee for a new disability period under subsection B. of this section. 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 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.

I. All other applicable Department of Human Resources 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 a denial of an employee's 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 the denial of an individual's benefits.

4.4 Enhanced Non-Industrial Disability Insurance - Annual Leave

A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in section 5.12.

B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. 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 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI 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 for at least one full day. A full day is defined as a 24-hour period starting at midnight.

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

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

G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their 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 ENDI benefit will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under C. of this section. 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.

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

I. 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 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 ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

J. All other applicable Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.

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

L. All appeals of an employee's denial of ENDI 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 individual's denial of benefits.

M. 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.

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 4.3 and such benefits are limited to $135.00 per week.

4.5 Cost Containment Committee

The State and PECG agree to continue the Joint Labor/Management Benefits Committee. The committee shall consist of an equal number of labor and management representatives. The committee shall be advisory in nature. The purpose of the committee shall be to provide policy advice and recommendations on the health benefits program to the Public Employees' Retirement System (PERS) and on the dental, vision, employee assistance, and legal services benefits to the Department of Human Resources (CalHR). This committee will not provide advice on the Worksite Health Promotion or Savings Plus Deferred Compensation programs.

PECG shall be entitled to one (1) representative who is qualified to provide policy advice and to commit his/her organization to a course of action decided by the committee. An appropriate number of management representatives shall be appointed by CalHR.

Meetings shall be scheduled at least quarterly, and a specific agenda of issues to be discussed will be developed and distributed in advance of each meeting. Additional meetings may be scheduled on an as-needed basis.

The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by CalHR.

PECG representatives shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

4.6 Employee Assistance Program

A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug and stress-related problems such as marital, family, emotional, financial, medical, legal or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or stress related problem so as to retain or recover his/her value as an employee.

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel, or may refer themselves on a voluntary basis. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation and compensating time off have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.

C. Medical records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain confidential and shall remain separate from other personnel materials.

4.7 FlexElect Program

A. Program Description

1. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subjected to all applicable Federal

statutes and related administrative provisions adopted by CalHR. The administrative fee paid by the participants will be determined each year by the Director of the Department of Human Resources.

2. Employees who meet the eligibility criteria stated in Section 4.7 B.1. will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program.

3. Employees who meet the eligibility criteria stated in Section 4.7 B.1. will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

B. Employee Eligibility

1. All eligible employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

2. Permanent Intermittent (PI) employees shall only participate in the Cash Option and will be eligible to receive a six month cash payment for the first control period of each plan year. PI's choosing the Cash Option will qualify for the cash if they meet all of the following criteria:

   a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling; and,

   b. Must have a PI appointment which is effective from January 1 through June 30 of the Plan Year for which they are enrolling; and,

   c. Must be paid for at least four hundred eighty (480) hours during the January through June control period for the Plan Year in which they are enrolling; and,

   d. Must have completed an enrollment authorization during the FlexElect Open Enrollment Period or as newly eligible.

3. Section 4.7 B.2. is not grievable or arbitrable.

4.8 Long-Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 9 are eligible to enroll in any long-term care insurance plan sponsored by the Public Employees Retirement Board. 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.

The long-term care insurance premiums and the administrative cost to the State shall be fully paid by the employee and are subject to payroll deductions.

4.9 Pre-Tax of Health/Dental Premiums

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.

4.10 Group Legal Services Plan

Bargaining Unit 9 employees shall be eligible to enroll in the State-sponsored Group Legal Services Plan. This plan is available on a voluntary, after-tax, payroll deduction basis, with all costs being paid by the employee, including a service charge for the costs of administering the plan.

4.11 1959 Survivors' 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. As stated in Government Code Section 21581(c), the contribution for employees covered under the fifth level of benefits is two dollars ($2) per month as long as the combined employee and employer cost for this program is $4 per month or less per covered member. If the total cost of this program exceeds $4 per month per member, the employee and employer shall share equally the cost of the program. 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.

4.12 Rural Health Care Equity Subsidy Program

If the Legislature reestablishes and funds the Rural Health Care Equity Program, the provisions shall be applied and funding shall be provided to eligible Unit 9 employees.

ARTICLE 5 - LEAVES

5.1 Sick Leave

A. CalHR Rule 599.745 (a) through (d) regarding the definition of "sick leave" is superseded by the following:

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.

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 parent, spouse, (effective April 1, 2002, domestic partner as certified with the Secretary of State's Office in accordance with AB 26 (Chapter 588, Statutes of 1999)), child, brother, sister, grandparent, mother-in-law, father-in-law, grandchild, foster parent, foster child, guardian, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepchild, adopted child, or any person residing in the immediate household, or to transport any of the above for the purpose listed in 3. above. Such absence shall not exceed eight (8) days per year.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall accrue eight (8) hours of sick leave credit, except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

C. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when an employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the employee's prior unused sick leave balance is restored.

D. CalHR Rule 599.749 regarding sick leave usage is superseded by the following:

1. The department head or designee may require the employee to submit a physician's or licensed practitioner's certificate if:

   a. The employee is absent on sick leave for more than two consecutive work days; or

b. The supervisor has good cause to believe the employee's use of sick leave is improper and the employee is notified in advance (at the beginning of the work day for which sick leave is requested or sooner) that the physician's or licensed practitioner's certificate may be required.

2. The department head or designee may deny sick leave if the certificate is not provided or sick leave was taken under false pretenses.

5.2 Bereavement Leave

A. Effective July 1, 2002, a department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner who has been certified with the Secretary of State's Office in accordance with AB 26 (Chapter 588, Statutes of 1999), child, adopted child, stepchild, sister, brother, 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 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 grandchild, grandparent, 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 described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay.

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 pro rata basis, based on the employees' fractional time base.

5.3 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, annual leave, CTO, vacation, and/or holiday leave credits may be transferred from one or more employees to another employee, in accordance with departmental policies and under certain conditions listed below. Sick leave credits cannot be transferred under this provision.

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.

2. The receiving employee has exhausted all leave credits.

3. The donations must be in whole-hour increments and credited as vacation or annual leave.

4. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed across 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 months; however, if approved by the appointing authority, the total leave credits received may be six months.

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

7. This section is not subject to the grievance and arbitration article of this Contract.

5.4 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 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 Subsection A., above. 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 following schedule.

CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES. SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1

	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							•SL/ HOL•
TIME BASE	7	10	11	12	13	14	15	8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

• HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT

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 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce his/her 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; or,

6. Was prevented by the department head or designee from utilizing accrued vacation.

It is the employee's responsibility to utilize all vacation hours in excess of the 640 hour cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in paragraph D(1-6) above. Whenever an employee's vacation accumulation exceeds 640 hours, 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 any hours which will exceed the cap by the end of the calendar year. If the employee does not submit a plan or fails to use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take excess time 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. Employees shall request to take vacation. The department head or designee shall approve the request unless there is an operational need to deny the request.

G. Vacation requests must be submitted in accordance with departmental policies on this subject. When two or more employees ask for the same vacation time and the department head or designee cannot approve all the employees' requests, approval shall be granted in chronological order of legitimate request, consistent with equity for all affected bargaining unit employees.

H. Each department head or designee will make every effort to act on vacation requests in a timely manner.

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

J. Unit 9 employees are authorized to use existing fractional vacation hours that may have been accumulated.

K. Vacation leave credits may be used in thirty (30) (effective October 31, 2002, fifteen (15)) minute increments.

5.5 Adoption Leave

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

5.6 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, including any leave granted under the FMLA. 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 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to approval of the department head or designee.

   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 time frame are permissive and may be considered by the department head or designee. If the request for parental leave is made more than 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 existing laws and rules.

b. A male spouse, male parent, or effective April 1, 2002, domestic partner as 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 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 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to approval of the department head or designee.

   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 time frame are permissive and may be considered by the department head or designee.

   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 existing laws and rules.

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. Except as provided under the FMLA, the cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

5.7 Jury Duty/Subpoena

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. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the operational needs of the department permitting such a reassignment.

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. Whenever an employee is served with a subpoena which compels his/her presence, unless he/she is party to an action unrelated to his/her employment, such employee shall be allowed the required time off without loss of compensation if the employee remits to the employer witness fees received.

5.8 Catastrophic Leave - Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation 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 in whole hour increments and credited as vacation or annual leave.

e. Transfer of annual leave, vacation, CTO and holiday 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.

5.9 Personal Leave Program

Effective October 1, 2003, the State shall implement a mandatory personal leave program for all unit employees. This program shall remain in effect for 12 months. Employees may voluntarily participate in the personal leave program on a continuing basis.

a. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave Program (PLP).

b. Salary ranges and rates shall be changed to reflect the July 1, 2003 general salary increase; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange 8 hours of leave will be credited to the employee's PLP monthly.

c. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave balances pursuant to Article 5 (Leaves) and Sections 5.4 (Vacation Leave) and 5.12 (Annual Leave).

d. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave.

Cash out or lump sum payment for any Personal Leave credits shall not be considered as “compensation” for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Human Resources Deferred Compensation Program as permitted.

e. 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 Personal Leave Program.

f. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor’s benefits he or she would have received had the Personal Leave program not occurred.

g. The Personal Leave Program shall not cause a break in State service, a reduction in the employee’s accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.

h. The Personal Leave Program shall neither affect the employee’s final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee’s ability to supplement those benefits with paid leave.

i. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.

j. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

k. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller’s Office.

l. Employees on EIDL, NDI, IDL, or Worker’s Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

5.10 Industrial Disability Leave

a. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.

b. In the event that the disability exceeds 22 work days, the employee will receive 66 and 2/3% of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.

c. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

d. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given 30 days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

e. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.

f. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. 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 individual's denial of benefits.

5.11 Mentoring Leave

A. Eligible Unit 9 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 or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the work day 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/she must have used two (2) verified hours of his/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/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;

2. Have successfully completed their initial probationary period; and

3. 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. An employee is not eligible to receive “mentoring leave” if:

(1) He/she is assigned to a “post” position in the Department of Corrections and Rehabilitation, Division of Juvenile Justice, or,

(2) He/she works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans’ Affairs.

G. Effective October 31, 2002, 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. CalHR shall authorize state departments to include mentoring leave in support of Habitat for Humanity, regional engineering fair judging statewide and the Sacramento Regional Science and Engineering Fair as an approved program under Section 5.11, Mentoring Leave.

I. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Section 12.2 b. of this Contract.

5.12 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 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

c. Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable full time accrual charts. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or Memorandum of Understanding.

Time Base	1 months to 3 years	37 months to 10 years	121 months to 15 years	181 months to 20 years	241 months and over
1/10	1.10	1.40	1.60	1.70	1.80
1/8	1.38	1.75	2.00	2.13	2.25
1/5	2.20	2.80	3.20	3.40	3.60
1/4	2.75	3.50	4.00	4.25	4.50
3/10	3.30	4.20	4.80	5.10	5.40
3/8	4.13	5.25	6.00	6.38	6.75
2/5	4.40	5.60	6.40	6.80	7.20
1/2	5.50	7.00	8.00	8.50	9.00
3/5	6.60	8.40	9.60	10.20	10.80
5/8	6.88	8.75	10.00	10.63	11.25
7/10	7.70	9.80	11.20	11.90	12.60
3/4	8.25	10.50	12.00	12.75	13.50

Time Base	1 months to 3 years	37 months to 10 years	121 months to 15 years	181 months to 20 years	241 months and over
4/5	8.80	11.20	12.80	13.60	14.40
7/8	9.63	12.25	14.00	14.88	15.75
9/10	9.90	12.60	14.40	15.30	16.20

An hourly employee will be eligible for annual leave credit with pay in accordance with the applicable full-time accrual chart 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.

d. All provisions necessary for the administration of this Section shall be provided by CalHR rule or Memorandum of Understanding.

e. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

f. 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.

g. 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 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of 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 annual leave until December 31 because of sick leave; or (5) was on jury duty.

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

i. 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 (g), the department may order the employee to take annual leave.

j. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.

k. Each department head or designee will make every effort to act on annual leave requests in a timely manner.

l. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 5.1, Sick Leave, of this Agreement.

m. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 4.4, applies only to those in the annual leave program described above in this Section.

n. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 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).

5.13 Precinct Election Board Member

Effective October 31, 2002, with prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in CalHR rule 599.930, an employee in Bargaining Unit 9 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular state compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

5.14 Personal Leave Program 2011

A. 1.The use of the PLP 2011 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2011 time is scheduled and taken prior to separation from State service. PLP 2011 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2011 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2011 time off to meet the intent of this section. PLP 2011 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 9 (Leaves).

2. Time during which an employee is excused from work because of PLP 2011 time shall not be considered as “time worked” for purposes of determining the number of hours worked in a work week.

3. PLP 2011 time shall have no cash value and may not be cashed out. Any unused PLP 2011 time shall be used prior to separation from State service. 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 2011.

B. The PLP 2011 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 2011 and shall be based on the unchanged salary rate.

D. Service calculation for purposes of retirement allowances for employees participating in the PLP 2011 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.

E. The PLP 2011 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. Disputes regarding the denial of the use of PLP 2011 time may be appealed using the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.

H. All Permanent Intermittent employees’ salary shall be subject to the proration of salary and PLP 2011 credits pursuant to the chart below:

Hours Worked During Pay Period	Salary Reduction In Hours	PLP 2011 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

Hours Worked During Pay Period	Salary Reduction In Hours	PLP 2011 Credit
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 or over	8	8

I. Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP 2011 Program for that month.

5.15 Professional Leave

The State shall provide to all full time Unit 9 employees sixteen (16) hours per fiscal year (without loss of compensation) for activities to promote professional growth and to enhance professional goals. These activities are at the employee's expense and therefore the choice of professional growth activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave and may be used in fifteen (15) minute increments. Such time shall not be accumulated.

Part-time Bargaining Unit 9 employees will receive Professional Leave based on the chart below:

Time Base	Professional Leave Credit in Hours for Each Professional Leave Day
1/10	.8
1/8	1
1/5	1.6
1/4	2
3/10	2.4
3/8	3
2/5	3.2
1/2	4

Time Base	Professional Leave Credit in Hours for Each Professional Leave Day
3/5	4.8
5/8	5
7/10	5.6
3/4	6
4/5	6.4
7/8	7
9/10	7.2

Permanent Intermittent Bargaining Unit 9 employees will receive Professional Leave based on the chart below:

Hours Worked During Pay Period	Professional Leave in Hours for Each Professional Leave Day
0 to 10.9	0
11 to 30.9	1
31 to 50.9	2
51 to 70.9	3
71 to 90.9	4
91 to 110.9	5
111 to 130.9	6
131 to 150.9	7
151 and over	8

5.16 Voluntary Personal Leave Program

a. Each full time employee choosing to participate in the Voluntary Personal Leave Program (VPLP) shall continue to work his or her assigned work schedule and shall have a reduction in pay equal to 4.62% (one day) in exchange the corresponding credits of 8 hours of leave will be credited to the employee's VPLP balance.

b. VPLP 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 and annual leave balances pursuant to Article 5 (Leaves) and Sections 5.4 (Vacation Leave) and 5.12 (Annual Leave).

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

d. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Voluntary Personal Leave Program.

e. A State employee in the Voluntary Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave program not occurred.

f. The Voluntary Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.

g. The Voluntary Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

h. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.

i. The Voluntary Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

j. The Voluntary Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

k. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Voluntary Personal Leave Program for that month.

5.17 Blood Donation

It is the policy of the state to support the participation of Unit 9 employees in donating blood, plasma, platelets and other blood products to certified donation centers, including certified mobile facilities. With prior approval, Unit 9 employees may be allowed reasonable release time without loss of compensation to make these donations. Donation verification shall be provided upon request.

5.18 Work and Family Program – Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal holiday, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a 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) in accordance with departmental policies under the following conditions:

A. To care for the family member's 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, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.

B. Sick leave credits cannot be transferred.

C. The receiving employee has exhausted all leave credits.

D. The donations must be a minimum of one (1) hour and in whole hour increments thereafter.

E. Personal holiday donations must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base).

F. Transfer of leave credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

G. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.

H. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.

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

5.19 Cash Out of Vacation/Annual Leave

Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave as follows:

On or before May 1 of each year, each department head (Director, Executive Officer) or designee will advise department employees if the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

5.20 Excess Leave Balance Committee

PECG and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations on reducing the excess leave balances of Bargaining Unit 9 employees.

The Committee shall consist of two (2) Bargaining Unit 9 employees selected by PECG, and an equal number of management representatives.

Committee members and subject matter experts shall serve without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

5.21 Organ and Bone Marrow Donation

In accordance with Government Code section 19991.11 employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be granted up to five (5) work days of paid leave (Donor Leave) in any one year period.

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

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

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

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

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

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

H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick, vacation or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.

I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, SDI, and medical leave.

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

ARTICLE 6 - CLASSIFICATIONS

6.1 Out-of-Classification Assignments

a. If a department head or designee requires an employee in writing to work in a higher classification for more than 15 consecutive calendar days, the employee shall receive a pay differential of 5% over his/her normal daily rate of the class to which

he/she is appointed for that period in excess of 15 calendar days. If a department head or designee requires an employee in writing to work in a higher classification for 30 consecutive calendar days or more, the employee shall receive a pay differential of 5% over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds 120 consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of 120 consecutive calendar days. The 5% differential shall not be considered as part of the base pay in computing the promotional step in the higher class. In accordance with the provisions of this subsection, no employee may be compensated for more than one (1) year of out-of-class work for any one assignment.

b. 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.

c. It is not the State's intent to select employees for out-of-class assignments based on favoritism. Furthermore, whenever possible, the appointing power shall choose employees for out-of-class appointment from the current hiring list for the particular job classification for which the employee is to be hired on an acting basis. If there is no appropriate current hiring list at the local facility or office complex, the State shall assign the out-of-class duty whenever possible only to those employees who are qualified to take the examination for entry into that classification.

d. If any dispute arises regarding out-of-class assignments and compensation, an employee may file a grievance. Prior to proceeding to Step 2 of the grievance process, the employee shall include a completed employee's portion of CalHR Form 651 (Job Description Form). The decision reached at Step 4 (CalHR) of the grievance procedure shall be final. Approved out-of-class grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.

6.2 Classification Changes

a. When the Department of Human Resources (CalHR) or another department seeks (1) to establish a new classification and assigns it to Bargaining Unit 9, or (2) modifies an existing Bargaining Unit 9 classification, CalHR shall inform PECG of the proposal during the preparatory stages of the proposals. PECG may request to meet with CalHR regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for PECG to provide input. Upon request, CalHR shall furnish PECG with drafts of the proposed classification specifications.

b. The CalHR shall notify and submit to PECG the final classification proposal at least 20 work days prior to the date the SPB is scheduled to adopt it.

c. If PECG requests in writing within 10 workdays of receipt of the notice, CalHR shall meet with PECG to discuss the final proposal. If PECG does not respond to the notice, or if PECG does not meet with CalHR within five (5) workdays from their date of request, the classification proposal shall be deemed agreeable to PECG and be placed on SPB's consent calendar.

d. The CalHR shall meet and confer, if requested in writing by PECG, within ten (10) working days from the date the SPB approved the classification change, regarding the compensation of the classification. To the extent that a classification change necessitates other change which falls within the scope of negotiations, the State shall notify PECG and the parties shall bargain the impact upon request by PECG.

6.3 Classifications - Architect

The Department of Human Resources (CalHR), departments employing these classifications, and PECG agree to meet and confer regarding development of deep classes within these classifications as follows:

The parties will look at the consolidation of the classifications as specified below:

Architectural Designer and Associate Architect into the Architect classification.

If changes to the class specification are agreed upon, such changes will be presented to the State Personnel Board for approval.

Base salaries for these classifications and ranges and experience requirements for movement between ranges shall be the same as Transportation Engineer (Civil).

ARTICLE 7 - ALLOWANCES AND REIMBURSEMENTS

7.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference 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 $25 or more requires a receipt; receipts may be required for items of expense that are less than $25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the agreed upon maximums. CalHR must comply with current IRS definitions. Accordingly, CalHR is required to utilize the

IRS's definition for "incidentals". The current definition for "incidentals" includes fees and tips for porters and baggage carriers. It does not include expenses for laundry, cleaning and pressing of clothing, 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	$ 7.00
Lunch	up to	$11.00
Dinner	up to	$23.00
Incidentals	up to	$ 5.00
Total	up to	$46.00 (every full 24 hours of travel)

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

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

Trip begins at or before 6 a.m.	breakfast may be claimed
Trip begins at or before 11 a.m.	lunch may be claimed
Trip begins at or before 5 p.m.	dinner may be claimed

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

Trip ends at or after 8 a.m.	breakfast may be claimed
Trip ends at or after 2 p.m.	lunch may be claimed
Trip ends at or after 7 p.m.	dinner may be claimed

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

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

   Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed.

   Travel begins at or before 4 p.m. and ends at or after 7 p.m.: 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 locations not listed in c. below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to $90.00 plus applicable taxes.

b. When employees are required to do business and obtain lodging in the counties identified below, reimbursement will be for actual receipted lodging up to the below identified maximums, plus applicable taxes.

County	Lodging Rate
All counties except those listed below	$90
Los Angeles, Orange, Ventura & Edwards AFB less the City of Santa Monica	$120
Sacramento, Napa, Riverside	$95
San Diego, Monterey County, Alameda, San Mateo, Santa Clara	$125
Alameda, San Mateo, Santa Clara (Effective July 1, 2016)	$140
San Francisco, City of Santa Monica	$150

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 $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 CalHR. CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-Term Travel: Actual expenses for long-term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the 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:

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

b. The permanent residence is occupied by the employee's dependents, or

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

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

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

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

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

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

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

   The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

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 CalHR.

   Subsistence shall be paid in accordance with procedures prescribed by the Department of Human Resources. 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 necessity for travel and the mode of travel to be reimbursed.

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. Mileage reimbursement shall be at the Federal Standard Mileage Rate. 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 from 34 up to 37 cents per mile, 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 50 cents per statute mile. Effective July 1, 2016 the reimbursement rate shall be at the federal GSA Privately Owned Aircraft Mileage Reimbursement Rate, which is currently $1.29 per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR 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 $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 $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 $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 $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.

7.2 Commute Program

A. 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.

B. 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 vanpool 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 vanpool 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.

C. 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 vanpool driver, the one hundred dollars ($100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

7.3 Safety Footwear

a. Unit 9 “field” employees assigned to “field positions” shall be responsible for purchasing safety footwear if required (and not provided) by the department for which they work. For the purposes of this section, “field employees” are defined as: full-time Unit 9 employees assigned to work outside of an office for an average of 25 percent of the time during the eighteen month reimbursement period. “Field position” is defined as a position that encompasses work tasks that are performed outside of an office setting on more than an occasional basis. Typically, this includes on-site tasks such as reviewing a contractor’s operation, inspecting field conditions or work performed by contractors, field surveying, landscape review, materials testing, construction layout and staking, and maintenance.

b. For the purposes of this section, safety footwear is defined as steel-toed boots/shoes, or a serviceable leather work shoe or boot that complies with the department’s written policy, if any, and which the department requires to be worn while carrying out the duties of the employee’s position.

c. The State shall reimburse full-time employees for the actual cost of safety footwear, not to exceed $100.00 once every 18 months. Reimbursement will be made upon attainment of eligibility as defined above.

d. Receipts may be required to verify the actual cost of safety footwear.

7.4 Class A and/or Class B Commercial Driver’s License and Medical Fees

a. Eligibility

Each department will pay the cost of a permanent employee’s medical examination(s) and filing and license examination fees associated with obtaining the appropriate commercial driver’s license and endorsement(s) if the employee:

(1) Is in a classification that requires the operation of equipment which requires either a Class A and/or Class B commercial driver’s license and any endorsement(s); or

(2) Is in a classification designated by the department which 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) Is in a classification where a Class A and/or Class B commercial driver’s license is an additional desirable qualification; or

(4) Voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver’s license including required endorsement(s) is required, provided as follows.

b. Medical Examinations

(1) When authorized by his/her supervisor, the State will pay the cost of an eligible employee's (see subsection a. above) medical examination from a contractor physician or clinic or when specifically authorized in advance, a medical examination by the employee's personal physician. The State will also pay the cost of a referral as determined necessary by the examining physician or clinic. The costs of the examination and the examination resulting from the referral will be considered as one.

(2) The State will pay the cost of a second medical examination and necessary referral, not to exceed the cost of the first medical examination, provided that:

(a) The employee fails the first medical examination, or the certification submitted is not accepted by the DMV; and

(b) A second medical examination is authorized by the employee's supervisor and conducted; and

(c) The second medical certification is accepted by the DMV.

c. Class A and/or B Commercial Driver's License

(1) The State will pay the cost of an eligible employee's (see subsection a. above) filing and examination fees associated with obtaining the appropriate Class A and/or Class B commercial driver's license and endorsement(s) provided that:

(a) The employee requests and is authorized at least 10 work days in advance by his/her supervisor to take the examination; and

(b) The employee has a valid, current medical certification acceptable to the DMV; and

(c) The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

(2) The State will pay the cost of 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, the State will not be responsible for any costs which exceed the cost that would have been incurred had the tests been taken simultaneously.

(3) The State will not pay for any costs associated with the renewal or reinstatement of a license due to any vehicle code violation incurred by the employee.

(4) The State will not pay any additional costs 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. Compensation

Compensation paid toward medical examinations and filing and license examination fees associated with obtaining a Class A or Class B commercial driver's license shall not be considered compensation for purposes of retirement.

e. Release Time for Commercial Driver's License Examination

(1) 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 eligible employee, in accordance with a. above, to take the Class A and/or Class B commercial driver's license examination, provided:

(a) The examination is scheduled during the employee's scheduled work hours; and

(b) The examination does not interfere with operational needs of the department; and

(c) The employee has a valid current medical certification acceptable to DMV.

If the DMV rejects the medical certification provided by a department designated contractor physician or clinic on the day the DMV commercial driver's license examination is scheduled, the employee shall be granted reasonable release time for the subsequently scheduled DMV examination subject to the requirements specified above.

(2) Upon thirty (30) calendar days' notice, the department will allow the employee to use a State owned or leased 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.

7.5 Uniform Replacement Allowance - Department of Parks and Recreation (DPR) and Department of Forestry and Fire Protection (CDF)

a. The anniversary date for the uniform replacement credit is February 1 of each year. All employees will receive their credit on that date based on qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules and regulations. Permanent full-time employees shall receive a yearly uniform replacement credit not to exceed $350 in DPR and $380 in CDF. The uniform replacement credit for permanent part-time employees will be calculated annually based upon the previous year's time base. The uniform replacement credit for permanent intermittent employees will be calculated annually based upon the number of hours worked in the previous year.

b. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed DPR or CDF class) to a uniformed classification shall be required to purchase the uniform as a condition of employment, and such

purchase shall be through the single source vendor. Such employees will be eligible for a pro-rated uniform replacement credit on February 1 of the following year, and a uniform replacement credit on each subsequent February 1 in accordance with the above.

7.6 Overtime Meals

An overtime meal allowance of up to $8 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift.

7.7 Parking Rates

A. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than $20 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 or leased 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.

B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

7.8 Moving and Relocation

Whenever a Unit 9 employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames found in Section 7.1 (Business and Travel Expenses), and in accordance with Government Code section 19841 and CalHR Regulation 2 CCR 599.714 as currently written.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Overtime

a. All State laws and CalHR regulations regarding overtime not modified by this agreement shall remain in effect.

b. Travel Time

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. Paid Leave Counted As Time Worked – WWG 2

Time during which a Unit 9 employee assigned to Work Week Group (WWG) 2 is excused from work on paid leave (e.g., sick leave, vacation or annual leave) shall not be counted as hours worked within the workweek for purposes of determining if overtime has been earned. This language is consistent with GC 19844.1.

d. Overtime Compensation – WWG 2

1. Employees in classes assigned to Work Week Group 2 shall be compensated in cash or compensating time off at time and one-half at the discretion of each department head or his or her designee for ordered/authorized overtime of at least one-quarter hour at any one time.

2. Employees shall obtain authorization to work overtime. Employees will only be compensated for overtime ordered or authorized by a supervisor.

3. The employees preference will be considered when determining whether overtime will be compensated by cash or CTO except as otherwise provided by this agreement.

4. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if five (5) minutes or more of the period is worked. Smaller fractional units will not be accumulated.

e. Callback Compensation – WWG 2

Employees assigned to Work Week Group 2 shall be credited with a minimum of four hours' work time as provided in 2 Cal. Code Regs. § 599.708.

f. Overtime Scheduling – WWG 2

When routine overtime is scheduled at least 48-hours in advance, departments shall request volunteers from within the work area or unit who may thereafter be selected to perform the overtime work, except as provided herein. Nothing in this section shall be construed to (a) require management to seek volunteers during an emergency; (b) require selection of an employee who does not possess the requisite skills to perform the job; (c) requires solicitation of volunteers when a specific expertise or project familiarity is required; (d) require solicitation of volunteers who it reasonably believes are not available to respond in the time required; or, (e) limit management's ability to require an employee to work overtime.

8.2 Work Week Groups

a. Work Week Group “2”

Work Week Group “2” applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of 40 hours in a period of 168 hours or seven consecutive 24-hour periods. Employees in Work Week Group 2 may accrue up to 240 hours of compensating time off. All hours in excess of the 240 hour maximum accrual will be compensated in cash.

b. Work Week Group “E”

1. Work Week Group “E” includes classes that are exempted from coverage under the FLSA because of the “white-collar” (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the “salary basis” and the “duties” test.

2. Exempt (WWG E) employees are paid on a “salaried” basis and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to 8 hours holiday credit when ordered to work on a holiday. Work Week Group E employee shall not receive any form of additional compensation, whether formal or informal, unless otherwise provided by this agreement.

3. All Unit 9 employees/classifications presently assigned to Work Weeks Group 4A and 4C shall be moved to Work Week Group E.

4. The following shall apply to employees/classifications assigned to Work Week Group E.

   (a) Employees are expected to work the hours necessary to accomplish their assignments and fulfill their responsibilities. Employee workload will normally require 40 hours per week to accomplish; however, inherent in their job is the responsibility and expectation that work weeks of a longer duration may be necessary.

   (b) Management may require employees to work specified hours; however, subject to operational needs as determined by the department, management may permit altered or flexible work schedules when requested by employees. Employees who alter their daily or weekly work schedules shall comply with reasonable procedures established by their department.

   (c) Employees are responsible for keeping management apprised of their schedule and whereabouts; and, must respond to directions from management to complete work assignments by specific deadlines.

   (d) Employees shall not:

(1) Be charged any paid leave for absences in less than the number of hours scheduled for the day when they are absent for a whole day.

(2) Be docked or have their salary reduced for absences of less than an entire day.

(3) Be suspended in increments of less than one complete work week (i.e., one week, two weeks, three weeks, etc.)

(4) Have their pay reduced as a result of a disciplinary (adverse) action pursuant to Government Code section 19572.

(5) Have absences of less than one day recorded for attendance record keeping or compensation purposes. Employees may, however, be required to record time for other purposes (e.g., budgeting, project tracking, etc.).

8.4 Work Shift Schedules

a. Unless otherwise specified herein, the regular work week of full-time Unit 9 employees shall be forty (40) hours. The regular number of hours in an employee's workday will be worked unless the employee takes approved leave.

b. Varying work shifts (swing shift, night shift or any work shift other than a traditional day shift) may be established by the employer in order to meet the needs of the State agencies.

c. Employees' work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

d. The state agrees to refrain from splitting shifts. A split shift is defined as a work shift which is interrupted by a non-paid working period other than a regular meal period.

8.5 Telecommuting

A. Telecommuting is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space during preapproved work hours inside the telecommuter's residence, telecommuting centers, or other offices of the State, as approved pursuant to the department's telecommuting policy and guidelines.

B. Where operational consideration permit, a department shall establish a telecommute program. If the telecommute arrangement conforms to telecommute criteria established in the department's telecommute policy and guidelines, no employee's request for telecommute shall be unreasonably denied. Upon request by the employee, the denial and the reason for the denial shall be in writing.

C. Formal written telework or telecommuting policies and programs already adopted by the departments before the date of this MOU will remain in effect during the term of this MOU.

D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify PECG. Within thirty (30) calendar days of the date of such notification, PECG may request to meet and confer over the impact of the telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.

E. With the exception of CalEPA's Telework Agreement, disputes pertaining to this section will follow the grievance procedures as outlined in Article 12 of this contract. This section is not subject to arbitration.

8.6 Alternate Work Schedules

a. Alternate work schedules include, but are not limited to, 9-8-80 and 4-10-40 schedules.

b. An individual may request an alternate work schedule. If a decision must be made between individuals seeking an alternate work schedule, priority should be given based on state service seniority.

c. The person with the authority to respond will endeavor within fifteen (15) calendar days of the initial request to approve or deny in writing the response to an alternate work schedule request. Where it is not possible to respond within fifteen (15) calendar days, the response in writing will be given no later than thirty (30) calendar days of the request.

    1. Requests for alternate work schedules shall not be unreasonably denied or cancelled.

    2. Cancellation of alternate work schedules will be based on operational needs and the reason for the cancellation will be provided in writing within thirty (30) calendar days.

d. Work Week Group E (WWG E) and SE (WWG SE) employees working a non-standard work schedule (e.g., 4/10/40, 9/8/80) will be charged the number of hours scheduled for the day when they are absent for a whole day.

8.7 Compensating Time Off

Upon accrual of Compensating Time Off (CTO), and consistent with CalHR Rule 599.705, CTO shall be used in no less than 7.5 minute increments or multiples thereof.

ARTICLE 9 - HOLIDAYS

9.1 Holidays

A. All full-time and part-time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Observed holidays shall include January 1, the 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, and December 25. The holidays are observed on the actual day they occur with the following exceptions:

(1) When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.

(2) When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.

(3) For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B. above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.

C. Every full-time and part-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year, or, cash out the holiday on a straight time (hour-for-hour) basis.

E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational needs.

F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G. or I. below. An employee shall receive compensation for only the observed or actual holiday, not both.

G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall be paid in accordance with Government Code Section 19853 (paid straight time, hour for hour, basis). Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) the hourly rate for all hours worked: January 1, last Monday in May, July 4, 1st Monday in September, Thanksgiving day, and December 25th. The method of compensation shall be at the State's discretion. If a full-time employee works eight hours on the premium holiday, the employees shall receive no more than 20 hours of total compensation (combination of holiday credit, CTO, and cash) for each holiday worked.

H. 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.

I. Work Week Group E or SE Employees: When a permanent full-time employee is required to work on an observed holiday and the observed holiday falls on the employee's regularly scheduled day off, the employee shall receive up to eight hours of holiday credit and four hours Informal Time Off (ITO). If an observed holiday falls on an employee's normal day off, and the employee does not work, the employee shall receive no more than eight hours of holiday credit.

J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be paid in accordance with Government Code Section 19853 (paid straight time, hour for hour, basis). Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) hourly rate for all hours worked: January 1, last Monday in May, July 4, 1st Monday in September, Thanksgiving day, and December 25th, compensable by cash or holiday credit. The method of compensation shall be at the State's discretion.

K. Part-time employees shall receive holidays in accordance with the following:

CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES SUPERSEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							•SL/ HOL•
	7	10	11	12	13	14	15	8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							•SL/ HOL•
	7	10	11	12	13	14	15	8
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

• HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT

A part-time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

L. Work Week Group 2 employees may request and take Holiday Credit in fifteen (15) minute increments.

M. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

N. Upon termination from State employment, an employee shall be paid for unused holiday credit.

ARTICLE 10 - INSURANCE

10.1 Life Insurance

1. In addition to the benefit amounts provided by Labor Code Section 4701 and 4702, and the approximate $15,000 State death benefit provided Unit 9 employees, Caltrans agrees to provide a $50,000 death benefit effective November 1, 1987, payable to the designated beneficiary, as specified on PERS Form 241, of any Caltrans Unit 9 employee who is killed while performing assigned State duties provided:

   a. 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

   b. 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.

   c. The insurance carrier determines if it is a covered accident.

2. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the $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 PECG upon request.

3. In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Unit 9 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.

10.2 Accidental Death/Dismemberment Benefits

a. In addition to the benefit provisions of Labor Code Section 4702, and the approximate $15,000 State death benefit provided Unit 9 employees, the State agrees to provide at least $50,000 air travel insurance for Unit 9 employees. The benefit is payable to the employee, employee estate or his/her designated beneficiary in the case of accidental death or dismemberment, provided the employee is required to fly as a passenger in other than regularly scheduled passenger aircraft to fulfill his/her work requirement.

b. In the event of a dispute regarding appropriate designated beneficiaries, the 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.

ARTICLE 11 - RETIREMENT

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.

11.1 First Tier Eligibility for Employees in Second Tier

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

An employee in the Second Tier may exercise the Tier 1 right of election at any time. An employee who makes this election is 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 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

Employees who purchase their past service are 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 includes six percent (6%) interest, compounded annually.

11.2 401(k) Deferred Compensation Program

Employees in Unit 9 may participate in the State of California, Department of Human Resources, existing 401(k) Deferred Compensation Program.

11.3 457 Deferred Compensation Program

Employees in Unit 9 may participate in the current State of California, Department of Human Resources, 457 Deferred Compensation Program.

11.4 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

A. Effective October 31, 2002, to the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.

C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., “over-defers” exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP’s governing Plan document (which may at the State’s discretion be amended from time to time), and applicable federal and state laws, rules and regulations.

11.5 Determination of Safety Retirement Eligibility

The provisions of Government Code sections 19816.20 and 20405.1 shall apply to Unit 9.

11.6 State Safety A Retirement Formula (2.5% at age 55), State Safety B Retirement Formula (2% at age 55), and Public Employees’ Pension Reform Act (PEPRA) State Safety Formula (2% at age 57)/Employee Contributions/Final Compensation

A. State Safety retirement members first employed by the State prior to January 15, 2011 are subject to the State Safety A retirement formula.

B. State Safety retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 and qualify for CalPERS membership are subject to the State Safety B Retirement Formulas. The State Safety B Retirement Formula does not apply to:

   1. Former state employees who return to state employment on or after January 15, 2011.

   2. State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).

   3. State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.

   4. Persons who are already members or annuitants of the California Public Employees Retirement System as state employees prior to January 15, 2011.

   The above categories are subject to the State Safety A Retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such the PEPRA changes to retirement

formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists State Safety age/benefit factors for State Safety A, State Safety B, and PEPRA State Safety.

Age at Retirement	**State Safety A Formula (2.5% at age 55) G.C. 21369.1**	**State Safety B Formula (2% at age 55) G.C. 21369**	**PEPRA State Safety Formula (2% at age 57) G.C. 7522.25(b)**
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011 and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55 and over	2.5000	2.000	1.836
56	N/A	N/A	1.918
57 and over	N/A	N/A	2.000

1. Employee Retirement Contribution

   As stated in Government Code Section 20683.2, State Safety members shall contribute an additional one percent (1%) retirement contribution. Effective July 1, 2013, State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of $317 for retirement.

   Effective July 1, 2014, State Safety members shall contribute an additional one percent (1%) retirement contribution. State Safety members shall contribute eleven percent (11%) of pensionable compensation in excess of $317 for retirement.

2. Final Compensation

Final Compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

E. Miscellaneous/Industrial-First Tier Members: First Tier A (2% at age 55), First Tier B (2% at age 60), and (PEPRA) First Tier (2% at age 62) Formulas/ Contribution Rate/Final Compensation Earnable

A. First Tier Miscellaneous/Industrial retirement members first employed by the State prior to January 15, 2011 are subject to the First Tier A retirement formula.

B. First Tier Miscellaneous/Industrial retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 and qualify for CalPERS membership are subject to the First Tier B Retirement Formulas. The First Tier B Retirement Formula does not apply to:

1. Former state employees who return to state employment on or after January 15, 2011.

2. State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).

3. State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.

4. Persons who are already members or annuitants of the California Public Employees Retirement System as state employees prior to January 15, 2011.

5. The above categories are subject to the First Tier A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier.

Age at Retirement	First Tier A Formula (2% at age 55)	First Tier B Formula (2% at age 60)	PEPRA Formula (2% at age 62)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011 and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.000
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

1. Employee Retirement Contribution

   As stated in Government Code Section 20682, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute eight percent (8%) of monthly compensation in excess of $513 for retirement.

   As stated in Government Code Section 20682, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of $317 for retirement.

   As stated in Government Code Section 20683.2, industrial members shall pay an additional one percent (1%) employee retirement contribution to retirement. Effective July 1, 2013, industrial members subject to social security shall contribute nine percent (9%) of pensionable compensation in excess of $513 to retirement. Industrial members not subject to social security shall contribute ten percent (10%) of pensionable compensation in excess of $317 to retirement.

2. Final Compensation

   Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

   Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Second-Tier Retirement Plan

Unit 9 members may participate in the Second-Tier retirement plan as prescribed by Government Code Section 21070.5.

A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.

B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	**Pre-PEPRA Formula (1.25% at age 65)**	**PEPRA Formula (1.25% at age 67)**
	Employees first hired and subject to CalPERS membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100

Age at Retirement	**Pre-PEPRA Formula (1.25% at age 65)**	**PEPRA Formula (1.25% at age 67)**
	Employees first hired and subject to CalPERS membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
67	1.2500	1.2500

1. Employee Contribution

   As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by 1.5% points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

2. Final Compensation

   Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

   Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Public Employees' Pension Reform Act of 2013 (PEPRA)

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). The 2013 limits are $113,700 for members subject to Social Security and $136,440 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following his or her initial ARP hire date.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 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 informally at the lowest possible level;

(2) To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

12.2 Definitions

a. A grievance is a dispute of one or more employees, or a dispute between the State and PECG, involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. A complaint is a dispute of one or more employees or PECG involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.

c. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.

d. As used in this procedure, the term “party” means PECG or employee, or the State.

e. A “PECG representative” refers to an employee designated as a PECG steward or a paid staff representative.

12.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

12.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

12.5 Presentation

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a PECG representative, or both, may attend without loss of compensation.

12.6 Informal Discussion

An employee’s grievance initially shall be discussed with the employee’s immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

12.7 Formal Grievance - Step 1

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:

   (1) Twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance;

   (2) Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

b. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

c. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

d. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

e. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

12.8 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 within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.

b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

c. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

12.9 Formal Grievance - Step 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

12.10 Formal Grievance - Step 4

a. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director of the Department of Human Resources or designee.

b. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Human Resources or designee shall respond in writing to the grievance.

12.11 Response

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

12.12 Formal Grievance - Step 5

a. If the grievance is not resolved at Step 4, within thirty (30) calendar days after the 4th-level response, PECG shall have the right to submit the grievance to arbitration.

b. Within fourteen (14) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an arbitrator. If no agreement is reached on the selection of an arbitrator the parties shall, immediately and jointly, request the State Mediation and Conciliation Service or the American Arbitration Association to submit to them a panel of nine (9) arbitrators from which the State and PECG shall alternately strike names until one name remains and this person shall be the arbitrator. If the parties cannot agree from which service to obtain the list of arbitrators, the party requesting arbitration shall pay all costs, if any, of obtaining the list of arbitrators.

c. The arbitration hearing, itself, shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

d. An arbitrator may, upon request of PECG 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.

e. The arbitrator shall not have the power to add to, subtract from, or modify this contract. Only grievances as defined in subsection 12.2 a. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

ARTICLE 13 - LAYOFF AND REEMPLOYMENT

13.1 Layoff and Reemployment

a. **Application**

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as “employees”) in any State agency, the State may lay off employees pursuant to this Section.

b. **Order of Layoff**

Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Human Resources rules.

c. **Notice**

Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30-calendar-day time period will begin to run on date of mailing of the notice. The State agrees to notify PECG no later than 30 calendar days prior to the actual date of layoff.

d. **Transfer or Demotion in Lieu of Layoff**

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Human Resources rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

e. **Reemployment**

In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

f. **State Service Credit for Layoff Purposes**

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven

consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

g. Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or mandatory geographic transfer who meet the minimum qualifications for the vacancy being filled, provided that the vacancy is equivalent in salary and responsibility and in the same geographic area and bargaining unit.

h. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code section 19997.14. The hearing officer's decision shall be final and upon its issuance the Department of Human Resources (CalHR) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code section 19815.8, CalHR, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

ARTICLE 14 - HOME ADDRESSES

14.1 Home Addresses

A. **Home Addresses – Generally**

Consistent with PERB regulations and State law, the State shall continue to provide PECG with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires.

Notwithstanding any other provision of this agreement, any employee may have his/her home address withheld from PECG 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 Non-Law Enforcement Related 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 9 employees who perform non-law enforcement related functions with the option of having their home address withheld from PECG. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from PECG, or (2) to cancel a previous withhold request thereby permitting release of their home address to PECG.

C. **Home Address Withhold Notification to Non-Law Enforcement Related Employees**

Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 9 employees who perform non-law enforcement related functions 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 PECG.

D. **Release and Use of Addresses**

The State Controller's Office will send PECG a list of all Unit 9 employees who, pursuant to subsection C. above, either did not respond or responded by indicating they wanted to continue withholding their home address from PECG. The State Controller's Office will also send PECG a list of all Unit 9 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. **Home Address Mailings By The State**

The State will mail PECG information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from PECG. Said material shall be provided by PECG. The cost of this mailing shall be paid for by PECG. PECG agrees to hold the State harmless for any annual mail that does not reach Unit 9 employees.

F. **Address Confidentiality**

Employee work and home addresses shall be maintained as confidential by PECG. PECG 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 PECG for representational purposes.

G. **Nature of Material**

PECG agrees that any of its literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by PECG.

H. **Costs Reimbursable**

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

I. **Hold Harmless and Indemnification**

Notwithstanding any other provision of this agreement, PECG agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the agreement.

ARTICLE 15 - PERSONNEL ACTIVITIES

15.1 Personnel Files

All bargaining unit employees shall have access to the material in their official personnel files. Such access shall be during normal personnel office work hours and shall not be unreasonably denied. The employee may be required to obtain from the supervisor approval of the specific time for such access. The employee's PECG representative shall have access to the personnel file either by accompanying the employee or by presenting a written authorization from the employee. The authorization shall cover only the period of time specified by the employee. Files shall not be removed from the personnel office without management approval. The employee or his/her PECG representative shall be allowed a copy of the material in the personnel file. Materials relating to an employee's performance included in the personnel file shall be retained for a period of time specified by each department, except all materials of a negative nature shall be purged after three years by personnel office employees accessing the file for any reason. The act of removing dated negative material shall be accomplished in a manner which is not apparent to anyone but other employees of the personnel office.

The employee 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.

15.2 Appeal of Involuntary Transfer

1. The State shall make reasonable efforts to avoid involuntary transfers.

2. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.

3. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Section 12.2 a. 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 Human Resources 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 Human Resources law and rules.

4. 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 complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

15.4 Hardship Transfer

The State and PECG recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; mandatory job transfer of a spouse or domestic partner; or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts the position of a lower paid classification, the State shall endeavor to reinstate the employee to his/her former classification and comparable salary level. Reasons for the inability to grant the transfer shall be provided in writing.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable CalHR laws and rules.

The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

ARTICLE 16 - HEALTH AND SAFETY

16.1 Health and Safety

The State and PECG shall, upon request by PECG, develop a Health and Safety Committee. The committee shall consist of up to five (5) PECG representatives (selected by PECG) and five (5) management representatives. The chairperson shall be selected by management. The committee may meet on a quarterly basis, unless mutually agreed otherwise. PECG representatives shall serve without loss of compensation not to exceed eight (8) hours each quarter unless authorized by the chair.

The affected department(s) shall attempt to remedy any Health and Safety problems identified through recommendations of the committee.

ARTICLE 17 - STATE RIGHTS

17.1 State Rights

All the functions, rights, powers and authority not specifically abridged by this MOU are retained by the employer.

ARTICLE 18 - REPRESENTATION

18.1 Representatives

The State recognizes and agrees to deal with PECG-designated representatives on matters related to employer-employee relations.

PECG shall provide the State with a written list of PECG employee representatives at each work location and shall notify the State promptly of any changes of such representatives. PECG representatives shall not be recognized by the State until the list or changes have been received by CalHR and the department head or designee.

Upon prior notification to and approval of the appropriate time by the representatives' supervisors, PECG representatives will be allowed a reasonable amount of time off without loss of compensation for the purposes of representing employees. Unless otherwise authorized by the department head or designee, the representative will limit representational activities to his/her general geographical area.

18.2 Employees

With prior notification to and approval of the appropriate time by the supervisor, bargaining unit employees will be granted reasonable time off without loss of compensation (a) to prepare and present their own grievances, SPB and California Victim Compensation and Government Claims Board (VCGCB) claims and appeals, (b) to respond to disciplinary actions taken against them, (c) with five working days' notice (when feasible) to attend hearings conducted by the State Personnel Board and VCGCB provided the employee is either a party to the proceedings or specifically affected by the results of the hearing and has been scheduled to appear or testify, (d) to participate in State civil service examinations that have been scheduled during the employees' normal working hours, and (e) to participate in hiring interviews when certified from an employment list. Except for time off without loss of compensation, the State will not be responsible for other expenses associated with any of the activities listed in this Section.

18.3 Information

Each quarter, the State shall furnish PECG, at cost, with an electronic file of all bargaining unit employees containing their full names, home addresses (if permitted by PERB regulation and as otherwise consistent with Section 14 (Home addresses)), employee organization-sponsored deduction codes, agencies, reporting units, and class and schematic codes. The list will be arranged in alphabetical order by last name.

Each month, the State shall furnish PECG, at cost, with an electronic file (alphabetical by last name) of all employees from whose salaries deductions were made for PECG dues.

Each month, the State shall furnish PECG, at cost, with an electronic file of names and work locations of employees new to the bargaining unit and all employees who left the bargaining unit during the previous month.

PECG may obtain, at cost, any other printouts or information legally available from the State Controller.

18.4 Access

PECG representatives shall be allowed access to bargaining unit employees at the work site during working hours for representational purposes. The department head or designee may require notification by the PECG representatives prior to permitting access.

Subject to availability of a facility and notification of the department head or designee, PECG representatives shall have access to State facilities during non-working hours to meet with employees regarding PECG activities and business provided PECG shall reimburse the State if the State incurs significant additional costs as a result of this use.

Access to bargaining unit employees or use of State facilities shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, employee requested privacy, emergency, or the accomplishment of the State's mission.

18.5 Bulletin Boards

PECG shall be provided adequate space to post material on State-furnished bulletin boards which are located at easily accessible locations at each work site of employees in the bargaining unit.

Any materials posted must be dated and initialed by the PECG representative responsible for the posting and a copy of all materials posted must be given to the department head or designee. PECG shall not post any material of an illegal, obscene, libelous, defamatory or a solely partisan political nature on PECG bulletin board space.

Each party accepts responsibility and liability for its actions which may bring about claims or suits as a result of the use of State-furnished bulletin boards.

18.6 Distribution of Literature

PECG representatives may distribute PECG literature at the worksite during non-working hours (before or after their working hours or during the meal or coffee breaks). PECG shall not distribute literature of an illegal, libelous, obscene, defamatory or of a solely partisan political nature.

Each party agrees to accept responsibility and liability for its actions which may bring about claims or suits as a result of the distribution of PECG literature at State work sites.

18.7 Employee Orientation

Each employee new to the bargaining unit and a PECG employee representative shall be given the opportunity to meet, consistent with Subsection 18.4, Access, for 15 minutes during normal working hours for orientation of the employee to the MOU and PECG.

18.8 State Phones

PECG representatives shall be permitted reasonable access to State telephones to make calls for PECG representation purposes; provided, however, that such access to State telephones shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.

18.9 Organizational Security

The State agrees to deduct and transmit to PECG all membership dues authorized on a form provided by PECG. The State agrees to deduct and transmit to PECG fees from State employees in Unit 9 who do not become members of PECG. The State and PECG agree that a system of authorized dues deductions and a system of fee payer deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

a. The amount of dues and fees deducted from PECG members' and fee payers' pay warrants shall be set by PECG and changed by the State upon written request of PECG.

b. The State and PECG agree that if a fee payer rescission election is held in Unit 9 pursuant to Government Code Section 3515.7(d), a majority of those votes cast, rather than a majority of the members of the Unit, shall determine whether the fee payer deductions shall continue.

c. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for PECG membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from PECG membership by sending a signed withdrawal letter to PECG and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of the Agreement. A withdrawal under this paragraph does not then relieve an employee from the fee payer provisions of this Agreement. An employee who so withdraws his or her membership shall be subject to paying a fee if such a fee is applicable to Unit 9.

d. PECG agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State rising from this Article and the deductions arising therefrom.

e. PECG agrees to attempt to annually notify all State employees in Unit 9 who pay fair share fees of their right to demand and receive from PECG a return of part of that fee pursuant to Government Code Section 3518.8.

f. No provisions of this section nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

18.10 No Reprisal

The State shall not impose or threaten to impose reprisals; discriminate or threaten to discriminate against an employee; or take any other action against an employee because of his/her exercise of any rights provided by the Dills Act or this MOU.

18.11 Information to Employees

Annually, the State will provide all bargaining unit employees with information relating to their vacation, sick leave, CTO balances, and their retirement contributions and interest. The State agrees to determine if the Controller can produce statements on other benefits; however, the actual production and distribution of such reports is dependent on the developmental cost and the Controller's priorities.

18.12 Payroll Deduction

1. It is the intent of this Section to provide for payroll deductions, except for deductions defined in Section 18.9, Organizational Security, of PECG members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to PECG all authorized deductions from all PECG members who have signed an approved authorization card for such deductions on a form provided by PECG, less necessary administrative costs incurred by the State Controller.

2. PECG agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check off for PECG deductions.

ARTICLE 19 - ENTIRE AGREEMENT AND SUPERSESSION

19.1 Entire Agreement

a. This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that each party to this MOU voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this MOU, for the duration of the MOU.

   With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU 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 MOU.

   The parties recognize that during the term of this MOU, it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify PECG of the proposed change 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 9, when all three of the following exist:

(1) Where such changes would have an impact on working conditions of a significant number of employees in Unit 9;

(2) Where the subject matter of the change is within the scope of representation pursuant to the Dills Act;

(3) Where PECG requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this MOU. 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. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Dills Act.

19.2 Supersession

The following Government Code Sections and all CalHR regulations and/or rules related thereto are hereby incorporated into this MOU. However, if any other provision of this MOU is in conflict with any of the Government Code Sections listed below or the regulations related thereto, such MOU provision shall be controlling. The Government Code Sections listed below are cited in Section 3517.6 of the Dills Act.

a. Government Code Section

(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 CalHR 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) Holidays

19853 Establishes legal holidays.

19854 Provides for personal holiday.

(4) Vacations

19858.1 Defines amount earned and methods of accrual by full-time employees.

19856 Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19856.1 Requires CalHR to define the effect of absence of 10 days or less on vacation accrual.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19143 Requires CalHR to establish rules regarding vacation credit when employees have a break in service over six months.

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.

(5) Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19861 Allows CalHR to define the effect on sick-leave credits of absences of 10 days or less in any calendar month.

19862 Permits sick leave to be accumulated.

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 CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19866 Provides sick leave accumulation for non-civil service employees.

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.

(6) Paid Leaves of Absence

19991.3 Jury duty.

19991.5 30-day educational leave for the medical staff and medical technicians of the Veterans' Home.

19991.7 Teachers' educational leave and earned credits subject to CalHR rule.

(7) Uniforms, Work Clothes, and Safety Equipment

19850 Definitions.

19850.1 Provides for uniform allowances.

19850.3 Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.

19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

19850.5 Provides for initial issuance of required safety equipment at State expense.

(8) 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 disability more than 14 days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes CalHR to adopt rules governing IDL.

19877.1 Sets effective date.

(9) 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; employee does not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

(10) Life Insurance

21600 Establishes group term life insurance benefits.

21604 Provides for Death Benefit from PERS.

21605 Sets Death Benefit at $5,000 plus 50 percent of one year's salary.

(11) Health Insurance

22808 Provides for continuation of health plan coverage during leave of absence without pay.

22871 Provides for employee and employer contribution.

22871.6 Sets employer contribution.

(12) Workweek

19851 Sets 40-hour workweek and 8-hour day.

19843 Directs the CalHR to establish and adjust workweek groups.

(13) Overtime

19844 Directs CalHR 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 CalHR 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.

(14) Callback Time

19849.1 Allows CalHR to set rules and standards for callback time based on prevailing practices and the needs of State service.

(15) Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

(16) Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

(17) 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.

(18) Unpaid Leaves of Absence

19991.1 Allows the appointing power to grant a one-year leave of absence; assures the employee a right of return.

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.

(19) Performance Reports

19992 Provides for establishment of performance standards by State agencies.

19992.1 Provides for a system of performance reports and allows CalHR to enforce adherence to appropriate standards.

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by CalHR rule.

19992.4 Allows CalHR to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

(20) 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.

(21) Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional re-employment 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.

19997.8 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 re-employment 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.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

(22) Incompatible Activities

19990 Requires each appointment power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

(23) Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of CalHR or SPB on certain matters.

(24) 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.

b. Applicable Education Codes

Part 43, Section 70000, et al.

Part 32, Section 59000, et al.

ARTICLE 20 - SAVINGS CLAUSE

20.1 Savings Clause

Should any provision of this MOU be found unlawful by a court of competent jurisdiction, the remainder of the MOU 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 21 - NO-STRIKE CLAUSE

21.1 No-Strike Clause

1. During the term of this Agreement, neither PECG nor its agents nor any Bargaining Unit 9 employee, 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.

2. PECG agrees to notify all of its officers, stewards, representatives, agents, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interference which may be caused or initiated by others and to encourage employees violating this Section to return to work.

ARTICLE 22 - TRAINING

The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses.

Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive his/her regular salary.

The State shall reimburse bargaining unit employees for departmentally-approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with CalHR rules.

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 because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

ARTICLE 23 - STATE-OWNED HOUSING RENTAL AND UTILITY RATES

23.1 State-Owned Housing Rental and Utility Rates

a. **Rent**

Effective July 1, 1989, and annually thereafter for the duration of this contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may with 60-day notice be increased by the State as follows:

(1) Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to 25 percent each year, not to exceed Fair Market value.

(2) During the term of this contract, where no rent is being charged, the State may raise rents up to $75 per month or when an employee vacates State-owned housing, including trailers 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. In any instance after July 1, 1989 and annually thereafter, when the rental of State housing is made a condition of employment, the State may charge the employee 10 percent 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**

Effective July 1, 1989 and annually thereafter, 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 each year.

(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.

ARTICLE 25 - ON-CALL/STANDBY TIME

On-Call/Standby is time during which an employee is required to restrict activities and be available for return to work. An employee is not considered to be in On-Call/Standby status unless he or she has previously been informed by the employer of the assignment.

A PUC Unit 9 employee who is notified that he/she is being placed On-Call/Standby as defined below, shall receive On-Call/Standby pay. On-Call/Standby hours will be accumulated during the term of the pay period and shall be compensated at the rate of two (2) hours of pay (cash or CTO at the employer's discretion), for each eight (8) hours of On-Call/Standby in accordance with the chart below. Employees may only accrue up to six (6) hours of pay for each twenty-four (24) hour period of On-Call/Standby. An employee placed on On-Call/Standby shall respond by phone within fifteen (15) minutes

of the call and report for work, if so required, within one (1) hour from initial contact or within a reasonable time frame as agreed to by the supervisor, for employees living beyond one (1) hour from the work site.

On-Call/Standby exists under the following conditions:

1. The employee must be readily accessible by phone or pager, and
2. The employee is obligated to return to work in a fit and able condition to assume his/her duties.

An employee who is actually called into work while On-Call/Standby, shall be compensated in accordance with the call-back provisions of this agreement. Compensation earned as a result of On-Call/Standby shall not be considered time worked for purposes of qualifying for overtime.

HOURS ON-CALL/STANDBY	HOURS PAID
1	.25
2	.50
3	.75
4	1.00
5	1.25
6	1.50
7	1.75
8	2.00

Fractional hours On-Call/Standby, 15 minutes or greater will be rounded up to the next whole hour.

ARTICLE 26 - FURLOUGH PROTECTION

The state shall not implement a furlough program or a mandated Personal Leave Program during the first two years of this agreement from July 1, 2015 to June 30, 2017. Any furlough during the third year of the agreement must be authorized pursuant to an act of the Legislature.

ARTICLE 27 - CONTRACT APPROPRIATIONS

The State and PECG agree to present to the Legislature, as part of the MOU bill, proposed legislation that appropriates funds to maintain employee salaries and benefits in the event a timely budget is not enacted in any fiscal year during the term of this agreement.

ARTICLE 28 - RETIREE HEALTH BENEFITS

28.1 Prefunding of Postretirement Health Benefits

The State and Bargaining Unit 9 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 9; 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.

A. Beginning July 1, 2017, the State and Bargaining Unit 9 will prefund retiree healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

   1. July 1, 2017: by 0.5 percent.

   2. July 1, 2018: by 0.5 percent, for a total of 1.0 percent.

   3. July 1, 2019: by 1.0 percent, for a total of 2.0 percent.

B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

   All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 9 shall begin contributing immediately, unless they are not subject, as set forth above.

C. Withholding of Contributions

   Contributions shall be withheld from employee salary on a pre-tax basis, except for employees on disability, in which case contributions will be withheld post-tax. Positive pay employee contributions shall be taken in arrears, based on the prior

months' hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.

1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.

2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.

3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:

   a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.

   b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.

      If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at the pay rate. For employees with a part-time and hourly appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.

D. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

E. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

F. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

28.2 Health Benefit Vesting

A. The following vesting schedule shall apply to state employees in Unit 9 first employed by the State on or after January 1, 2016.

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 9 employees after January 1, 2016 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:

Health Benefits Vesting	
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.

28.3 Employer Contribution for Retiree Health Benefits

A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

   1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.

   2. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.

B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.

   1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.

   2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.

   3. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.

C. State employees and annuitants in BU 9 hired on or after January 1, 2016 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.

D. This section does not apply to:

   1. State employees previously employed before January 1, 2016, who return to state employment on or after January 1, 2016; and

2. State employees on an approved leave of absence employed before January 1, 2016, who return to active employment on or after January 1, 2016.

E. The parties agree to support any legislation necessary to facilitate and implement this provision.

APPENDIX A - BARGAINING UNIT 9 CLASS LISTING/SALARY SCHEDULE

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
AIR POLLUTION RESEARCH SPECIALIST	IB50	3812		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	E
AIR POLLUTION SPECIALIST	IB75	3887	A	$4,343	$5,178	$4,560	$5,437	$4,651	$5,546	2
			B	$5,200	$6,509	$5,460	$6,834	$5,569	$6,971	2
			C	$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
AIR QUALITY ENGINEER I, DEPARTMENT OF CONSUMER AFFAIRS	QR15	9941	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
AIR QUALITY ENGINEER II, DEPARTMENT OF CONSUMER AFFAIRS	QR20	9942		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	2
AIR RESOURCES ENGINEER	IA84	3735	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ARCHITECTURAL ASSOCIATE HEALTH FACILITIES	IR72	4127		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
ARCHITECTURAL DESIGNER	IK63	3886	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT BOUNDARY DETERMINATION OFFICER	GA98	3016		$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT CHEMICAL TESTING ENGINEER	GZ30	3406		$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT ENGINEERING SPECIALIST -CIVIL-	GI10	3128		$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT ENGINEERING SPECIALIST -ELECTRICAL-	HJ70	3607		$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT LAND SURVEYOR	GC91	3047	A	$4,644	$5,811	$4,876	$6,102	$4,974	$6,224	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT PROCUREMENT ENGINEER	GY58	3395		$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ASSISTANT SAFETY ENGINEER	IF55	3899		$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
ASSISTANT TELECOMMUNICATIONS ENGINEER	HK95	3643		$5,770	$7,222	$6,059	$7,583	$6,180	$7,735	2
ASSOCIATE ARCHITECT	IK60	3964		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ASSOCIATE AUTOMOTIVE EQUIPMENT STANDARDS ENGINEER	HN20	3651		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE BOUNDARY DETERMINATION OFFICER	GA95	3018		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ASSOCIATE BRIDGE ENGINEER	GL60	3186		$7,156	$8,956	$7,514	$9,404	$7,664	$9,592	2
ASSOCIATE CHEMICAL TESTING ENGINEER	GZ20	3403		$7,156	$8,961	$7,514	$9,409	$7,664	$9,597	2
ASSOCIATE CIVIL ENGINEER	GH40	3123		$7,156	$8,956	$7,514	$9,404	$7,664	$9,592	2
ASSOCIATE CONSTRUCTION ANALYST	IQ30	4106	A	$6,704	$8,389	$7,039	$8,808	$7,180	$8,985	2
			B	$7,743	$9,689	$8,130	$10,173	$8,293	$10,377	2
ASSOCIATE CONTROL ENGINEER	HQ45	3659		$7,743	$9,685	$8,130	$10,169	$8,293	$10,373	2
ASSOCIATE CORROSION ENGINEER	GR20	3279		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE COST ESTIMATOR WATER RESOURCES	GT40	3303		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
ASSOCIATE ELECTRICAL ENGINEER	HJ40	3603		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE ELECTRICAL ENGINEER HYDRAULIC STRUCTURES	HK10	3611		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE ELECTRICAL ENGINEER, CALTRANS	GM15	3000	A	$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
			B	$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	2
ASSOCIATE ELECTRONICS ENGINEER	GX60	3377		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE ENGINEER, PETROLEUM STRUCTURES	HV83	7932		$8,873	$11,100	$9,317	$11,655	$9,503	$11,888	2
ASSOCIATE EQUIPMENT ENGINEER	HM30	3638		$7,156	$8,961	$7,514	$9,409	$7,664	$9,597	2
ASSOCIATE HYDRAULIC ENGINEER	GO90	3263		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
ASSOCIATE HYDROELECTRIC POWER UTILITY ENGINEER	HO50	3675		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE INDUSTRIAL ENGINEER, OFFICE OF STATE PRINTING	HH75	3584		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ASSOCIATE LAND SURVEYOR	GA70	3015		$6,818	$8,128	$7,159	$8,534	$7,302	$8,705	2
ASSOCIATE LANDSCAPE ARCHITECT (SPECIALIST)	IM20	3982		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ASSOCIATE MATERIALS AND RESEARCH ENGINEER	GX30	3379		$7,156	$8,956	$7,514	$9,404	$7,664	$9,592	2
ASSOCIATE MECHANICAL ENGINEER	HH80	3582		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE MECHANICAL ENGINEER HYDRAULIC STRUCTURES	HH40	3563		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE MECHANICAL ENGINEER, CALTRANS	GM05	2999	A	$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
			B	$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	2
ASSOCIATE MINERAL RESOURCES ENGINEER	HV80	3796		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	2
ASSOCIATE MOTOR VEHICLE POLLUTION CONTROL ENGINEER	IB20	3809		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE OIL AND GAS ENGINEER	HV20	3783		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	2
ASSOCIATE PROCESS SAFETY ENGINEER	HV86	7008		$8,873	$11,100	$9,317	$11,655	$9,503	$11,888	2
ASSOCIATE PROCUREMENT ENGINEER	GY57	3396		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE PRODUCT ENGINEER, PRISON INDUSTRIES	RA55	7114		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE REHABILITATION ENGINEERING CONSULTANT	HX06	3817		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER	IF60	3929		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER (AMUSEMENT RIDES)	IF96	3898		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
ASSOCIATE SAFETY ENGINEER (CONSTRUCTION)	IF65	3896		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER (ELECTRICAL	IF75	3891		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER (ELEVATORS)	IF95	3884		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER (INDUSTRIAL)	IG15	3889		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER (MINING, TUNNELING AND MINERAL INDUSTRIES)	IG25	3876		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SAFETY ENGINEER (PRESSURE VESSELS)	IG35	3869		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE SANITARY ENGINEER	HY70	3825		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ASSOCIATE SPECIFICATION WRITER HYDRAULIC STRUCTURES	GQ90	3290		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE TELECOMMUNICATIONS ENGINEER	HK85	3640		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ASSOCIATE TRANSPORTATION ELECTRICAL ENGINEER (SPECIALIST)	GK30	3166		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS	GJ80	3167		$7,156	$8,956	$7,514	$9,404	$7,664	$9,592	2
ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS (REGISTERED)	GJ81	3169		$7,156	$8,956	$7,514	$9,404	$7,664	$9,592	2
ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS (SPECIALIST)	GJ82	9619		$7,400	$9,731	$7,770	$10,218	$7,925	$10,422	2
AUTOMOTIVE EQUIPMENT STANDARDS ENGINEER	HN25	3649	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
BAY DEVELOPMENT DESIGN ANALYST SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION	IR45	4117		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
COMPLIANCE OFFICER, HEALTH FACILITIES CONSTRUCTION	IS42	4017		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	2
CONSTRUCTION INSPECTOR I	IS80	4033		$4,553	$5,173	$4,781	$5,432	$4,876	$5,540	2
CONSTRUCTION INSPECTOR II	IS70	4032		$5,200	$6,509	$5,460	$6,834	$5,569	$6,971	2
CONSTRUCTION PROJECT INSPECTOR (VARIOUS SITES)	IS75	6160		$5,200	$6,509	$5,460	$6,834	$5,569	$6,971	2
CONSTRUCTION PROJECT SPECIALIST I (VARIOUS SITES)	IS65	6161		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
CONSTRUCTION SUPERVISOR I	IS60	4031		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
CONSTRUCTION SUPERVISOR II	IS50	4030		$7,719	$9,664	$8,105	$10,147	$8,267	$10,350	2
CONTROL ENGINEER	HQ50	3660	A	$5,238	$6,244	$5,500	$6,556	$5,610	$6,687	2
			B	$6,144	$7,684	$6,451	$8,068	$6,580	$8,230	2
DATA COMMUNICATIONS SPECIALIST	HK45	3644		$9,202	$11,519	$9,662	$12,095	$9,855	$12,337	E
ELECTRIC GENERATION SYSTEM PROGRAM SPECIALIST I	BI26	4847		$7,429	$9,294	$7,800	$9,759	$7,956	$9,954	E
ELECTRIC GENERATION SYSTEM PROGRAM SPECIALIST II	BI23	4848		$8,025	$10,043	$8,426	$10,545	$8,595	$10,756	E
ELECTRIC GENERATION SYSTEM SPECIALIST I	BI07	4841		$6,590	$8,153	$6,920	$8,561	$7,058	$8,732	2
ELECTRIC TRANSMISSION SYSTEM PROGRAM SPECIALIST I	BI36	4860		$7,429	$9,294	$7,800	$9,759	$7,956	$9,954	E
ELECTRIC TRANSMISSION SYSTEM PROGRAM SPECIALIST II	BI33	4861		$8,025	$10,043	$8,426	$10,545	$8,595	$10,756	E
ELECTRICAL ENGINEER	HJ55	3613	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
ENERGY AND MINERAL RESOURCES ENGINEER	HV25	3784	A	$4,885	$5,824	$5,129	$6,115	$5,232	$6,238	2
			B	$5,770	$7,222	$6,059	$7,583	$6,180	$7,735	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
ENGINEER, CIVIL	GH61	3130	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
ENGINEER, WATER RESOURCES	GH62	3137	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
ENGINEERING GEOLOGIST	HT65	3756	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,708	$8,400	$7,043	$8,820	$7,184	$8,996	2
			D	$7,156	$8,961	$7,514	$9,409	$7,664	$9,597	2
EQUIPMENT ENGINEER	HM25	3639	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
FIRE AND LIFE SAFETY OFFICER I (DIVISION OF THE STATE ARCHITECT)	IS83	4348		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
FIRE AND LIFE SAFETY OFFICER I (HEALTH FACILITIES CONSTRUCTION)	IS66	4313		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
FIRE AND LIFE SAFETY OFFICER II (DIVISION OF THE STATE ARCHITECT)	IS85	4351		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	2
FIRE AND LIFE SAFETY OFFICER II (HEALTH FACILITIES CONSTRUCTION)	IS67	4314		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	2
FLAMMABILITY RESEARCH TEST ENGINEER	GZ21	3404		$7,105	$8,897	$7,460	$9,342	$7,609	$9,529	2
HAZARDOUS SUBSTANCES ENGINEER	HY04	3726	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
HOUSING CONSTRUCTION INSPECTOR, CALIFORNIA HOUSING FINANCE AGENCY	IT80	4556		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	E

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
HOUSING MAINTENANCE INSPECTOR, CALIFORNIA HOUSING FINANCE AGENCY	IT70	4913		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
JUNIOR SAFETY ENGINEER	IF35	3890		$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
LANDSCAPE ARCHITECT	IM15	3981	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
LANDSCAPE ASSOCIATE, CALTRANS	IM13	2971	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
MECHANICAL ENGINEER	HH85	3583	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
PETROLEUM DRILLING ENGINEER	HW40	3776		$9,652	$12,084	$10,135	$12,688	$10,337	$12,942	2
PETROLEUM PRODUCTION ENGINEER	HW30	3775		$9,652	$12,084	$10,135	$12,688	$10,337	$12,942	2
PETROLEUM RESERVOIR ENGINEER STATE LANDS DIVISION	HU40	3766		$10,217	$12,783	$10,728	$13,422	$10,942	$13,691	2
PHOTOGRAMMETRIST I	GG40	3092		$5,200	$6,509	$5,460	$6,834	$5,569	$6,971	2
PHOTOGRAMMETRIST II	GG30	3090		$6,719	$8,404	$7,055	$8,824	$7,196	$9,001	2
PIPELINE SAFETY ENGINEER	VY61	2278	A	$6,422	$7,585	$6,743	$7,964	$6,878	$8,124	2
			B	$6,746	$8,703	$7,083	$9,138	$7,225	$9,321	2
			C	$8,126	$10,490	$8,532	$11,015	$8,703	$11,235	2
PRECISION ELECTRONICS SPECIALIST	QQ40	6926		$5,575	$6,645	$5,854	$6,977	$5,971	$7,117	2
PRINCIPAL-FIRE AND LIFE SAFETY (DIVISION OF THE STATE ARCHITECT)	IS87	4355		$9,202	$11,521	$9,662	$12,097	$9,855	$12,339	2
PROJECT DIRECTOR I	IR10	4019		$7,126	$8,914	$7,482	$9,360	$7,632	$9,547	2
PROJECT DIRECTOR II	IR15	4020		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
RESTORATION ARCHITECT	IK25	3953		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
SANITARY ENGINEER	HY90	3848	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
SENIOR ARCHITECT	IK50	3961		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR BOUNDARY DETERMINATION OFFICER (SPECIALIST)	GA92	3007		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR BRIDGE ENGINEER	GL50	3185		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR CONTROL ENGINEER (SPECIALIST)	HQ42	3652		$9,231	$11,552	$9,693	$12,130	$9,886	$12,372	E
SENIOR ELECTRICAL ENGINEER	HJ30	3600		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR ELECTRICAL ENGINEER, CALTRANS (SPECIALIST)	GM30	2177		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR ENGINEER, PETROLEUM STRUCTURES (SPECIALIST)	HV81	7929		$10,224	$12,797	$10,735	$13,437	$10,950	$13,706	2
SENIOR ENGINEERING GEOLOGIST	HT40	3751		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR HAZARDOUS SUBSTANCES ENGINEER	HY03	3725	A	$7,082	$8,806	$7,436	$9,246	$7,585	$9,431	E
			B	$8,383	$10,494	$8,802	$11,019	$8,978	$11,239	E
SENIOR HOUSING CONSTRUCTION INSPECTOR, CALIFORNIA HOUSING FINANCE AGENCY	IT90	4555		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR HYDRAULIC ENGINEER	GO80	3260		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR HYDROELECTRIC POWER UTILITY ENGINEER (SPECIALIST)	HO49	3674		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR MECHANICAL ENGINEER	HH70	3579		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR MECHANICAL ENGINEER, CALTRANS (SPECIALIST)	GM20	2178		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR OIL AND GAS ENGINEER (SPECIALIST)	HV50	3727		$9,659	$12,094	$10,142	$12,699	$10,345	$12,953	E

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
SENIOR PETROLEUM AND MINING APPRAISAL ENGINEER	HG30	3483		$9,652	$12,084	$10,135	$12,688	$10,337	$12,942	E
SENIOR PROCESS SAFETY ENGINEER (SPECIALIST)	HV85	7009		$10,224	$12,797	$10,735	$13,437	$10,950	$13,706	2
SENIOR RAPID TRANSIT COMPUTER CONTROL SYSTEMS SPECIALIST	IH26	3922		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR REHABILITATION ENGINEERING CONSULTANT	HX04	3815		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR SAFETY ENGINEER - CONSTRUCTION-	IF90	3900		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR SAFETY ENGINEER - ELECTRICAL-	IF70	3897		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR SAFETY ENGINEER - INDUSTRIAL-	IG60	3909		$8,383	$10,490	$8,802	$11,015	$8,978	$11,235	E
SENIOR STRUCTURAL ENGINEER	GV50	3336		$8,781	$10,987	$9,220	$11,536	$9,404	$11,767	2
SENIOR TRANSPORTATION ELECTRICAL ENGINEER (SPECIALIST)	GK20	3163		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR TRANSPORTATION ENGINEER, CALTRANS	GJ70	3161		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR UTILITIES ENGINEER (SPECIALIST)	HD70	3510		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR WASTE MANAGEMENT ENGINEER	HY15	3790		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
SENIOR WATER RESOURCE CONTROL ENGINEER	ID10	3844		$8,390	$10,501	$8,810	$11,026	$8,986	$11,247	E
STAFF AIR POLLUTION SPECIALIST	IB69	3875		$7,719	$9,663	$8,105	$10,146	$8,267	$10,349	E
STRUCTURAL ENGINEERING ASSOCIATE	GV80	3345		$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
TRANSPORTATION ENGINEER (CIVIL)	GH59	3135	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2

	SCHEMATIC CODE	CLASS CODE	RANGE	CURRENT MINIMUM	CURRENT MAXIMUM	7/1/2016 INCREASE MINIMUM	7/1/2016 INCREASE MAXIMUM	7/1/2017 INCREASE MINIMUM	7/1/2017 INCREASE MAXIMUM	WWG
TRANSPORTATION ENGINEER, (ELECTRICAL)	HJ54	3609	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
TRANSPORTATION SURVEYOR (CALTRANS)	GA20	3029	A	$4,644	$5,811	$4,876	$6,102	$4,974	$6,224	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
UTILITIES ENGINEER	HD95	3518	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
UTILITIES ENGINEER	HD95	3518	C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
VEHICLE PROGRAM SPECIALIST, AIR RESOURCES BOARD	IB60	663		$8,787	$10,998	$9,226	$11,548	$9,411	$11,779	E
WASTE MANAGEMENT ENGINEER	HY07	3786	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,304	$7,887	$6,619	$8,281	$6,752	$8,447	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2
WATER RESOURCE CONTROL ENGINEER	ID39	3846	A	$4,760	$5,675	$4,998	$5,959	$5,098	$6,078	2
			B	$5,450	$6,819	$5,723	$7,160	$5,837	$7,303	2
			C	$6,704	$8,390	$7,039	$8,810	$7,180	$8,986	2
			D	$7,125	$8,915	$7,481	$9,361	$7,631	$9,548	2

APPENDIX B - IRS AGREEMENT Between STATE OF CALIFORNIA and PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT COVERING ALL EMPLOYEES IN BARGAINING UNIT 9

Tax Treatment of Employee Retirement Contribution

The purpose of this Article 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 the 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 Article.

A. DEFINITIONS

1. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

2. "**Employees**." The term "employees" shall mean those employees of the State of California in Bargaining Unit 9 who make employee contributions to the PERS retirement system.

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

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

5. "**Gross Income**." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 9 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

6. "**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.).

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

B. 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 tax 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 Paragraph A of this Article 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 Paragraph A of this Article 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 in 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 Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

SIDE LETTER #1 Between THE STATE OF CALIFORNIA and PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT

ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS

CalHR agrees that employees currently in the Associate Transportation Engineer, Caltrans class shall not receive salary reductions now or in the future due to any classification actions resulting from current Associate issues within Caltrans. For the same reason, salaries or salary ranges for these employees shall not be “frozen” or held back in relationship to other classifications.

SIDE LETTER #2 - Additional Sick Leave – Designated Veterans

The State of California and PECG agree to modify Article 5.1 (Sick Leave) of the existing agreement that dated July 2, 2015, through June 30, 2018, to Include recently enacted legislation that modified California Government Code 19859 to provide the following Sick Leave benefit:

In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who Is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment for his or her military service-connected disability. Credit for sick leave granted under this subdivision shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use tor the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this subdivision is used for treatment of a military service-connected disability may be required pursuant to rules adopted by the department.

SIDE LETTER #10 - BARGAINING UNIT 9 SURVIVOR BENEFITS

Notwithstanding Government Code Section 22777, the State employer shall, upon the death of a bargaining Unit 9 employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed 120 days beginning in the month of the employee’s death. The surviving spouse or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees’ Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.

SIDE LETTER #15 - CAL/EPA RELOCATION AGREEMENT

The November 9, 2000 agreement between the State and PECG, along with January 31, 2001, February 8, 2001, and March 7, 2001 amendments, regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices moves shall remain in effect.

Except as otherwise specified, this section shall apply only to those employees headquartered in the Cal/EPA Building located at 1001 I Street in Sacramento, California.

A. **Telework Policy**

The Cal/EPA Telework Policy shall be implemented and available to all Unit 9 employees throughout the State employed by the Cal/EPA.

B. **Commute Mitigation**

1. Alternate Transportation Support – The State and PECG 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.

2. Incidental Use Parking – Cal/EPA shall develop an "Incidental Use Parking Program" for employees who use alternate means of transportation to commute to and from work. Upon 24 hours' notice, employees who self-certify that they are using alternate transportation to commute to and from work at least three times per week, shall be eligible to park for up to two days per pay period in a Cal/EPA parking space set aside for this purpose.

3. Guaranteed Ride Home Program – This program exists through the Sacramento Transportation Management Association. This program allows employees who use alternative transportation at least three times per week to obtain transportation in the case of emergency or unanticipated approved overtime that precludes the use of their regular ride home. Eligible employees may use the program up to six times in a 12-month period. All Cal/EPA boards, departments and offices will maintain membership in this organization in order to provide this benefit to all qualifying employees.

C. **Parking**

1. Parking Lot Waiting List – For purposes of allocating available parking spaces to Cal/EPA employees who were not assigned a lottery number on August 3, 2000, the following priority order shall be used after September 1, 2000: 1) handicapped, 2) car/van pools and shared permits with at least two Cal/EPA employees, and 3) all others, on a first come first served basis, without exceptions.

2. Waiting List Status Reports – Upon request of the exclusive representative for any of its affected Bargaining Units, Cal/EPA shall provide reports describing: 1)

the number of parking permits available by lots, 2) the number of permits issued, and 3) the number of employees on the waiting list of each lot.

3. Parking – It is understood that the State will not subsidize employee parking.

D. **Bicycle Transportation**

1. Bicycle Storage Fee Reimbursement – Employees charged a bicycle storage fee shall be eligible for reimbursement of $15.00 per month from when the employee relocates to the Cal/EPA building. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures for the administration of this benefit.

2. Bicycle Storage Assignments – Bicycle storage shall be assigned based on commute days, by lottery numbers, and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Cal/EPA shall notify each bicyclist of storage arrangement beginning October 1, 2000. Advance acceptance of the storage assignment may be submitted to appropriate administrative officials. After assignments are final at each bicycle storage area, each employee may then request to be placed on a waiting list for specific bicycle storage areas. Placement on a waiting list shall be based on a first come, first served basis. Upon satisfactory proof of the need for such accommodation, bicycle commuters who require special needs accommodations shall have priority over all others commuting the same number of days per week.

   The Cal/EPA Bicycle Storage Area is not scheduled to be available for parking until December 2000. Employees with permits may either park bicycles in general work areas of a Cal/EPA sponsored Pilot Project, or use available bicycle storage facilities located at 901 P Street, or any other state building.

3. City Storage Fee Reimbursement – Employees who commute to and from work by bicycle at least three days per week shall be eligible for reimbursement of the fee charged by the City for bicycle parking until the bicycle storage facilities in the new building are available for use, and afterwards, if the facilities in the new building are fully utilized.

E. **Clothing Lockers**

Priority assignment shall be given to employees who commute by bicycle or on foot by lottery number and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Employees who commute to and from work by bicycle or on foot who were not assigned a lottery number, shall be assigned available clothing lockers in accordance with the same priority and on a first come, first served basis. Employees requiring a clothes locker to meet special needs accommodations shall be assigned a clothes locker upon satisfactory proof of the need for such accommodation. All other clothing lockers shall be utilized on a first come, first served basis.

F. **Safety Committee**

Cal/EPA agrees to establish a Safety Committee to review and discuss safety issues and concerns applicable to the employees of Cal/EPA and its Boards, Departments and Offices (BDO) located at the new Cal/EPA Headquarters building at 1001 I Street in Sacramento. The Committee shall meet quarterly and participants shall include the safety officer from each BDO and one representative from each Bargaining Unit willing to participate. The Committee shall establish Bylaws that may or may not be based on any such existing committees, so long as they are not in conflict with the Memoranda of Understanding for each participating Bargaining Unit.

G. **Building Card Key Costs**

Employees are responsible for their building card keys. Except in cases of loss and/or damage due to negligence, building card keys will be replaced at no cost to employees up to two times per year.

H. **Implementation**

Where necessary, Cal/EPA shall develop procedures to implement any of the above programs.

SIGNATURE PAGE

Signature Page

Bargaining Unit 9
Professional Engineers in California Government (PECG)
Memorandum of Understanding (MOU)

July 2, 2015 through June 30, 2018

State of California

Pam Manwiller, Chief Negotiator for Management
Department of Human Resources and

Steve Satake
Department of Human Resources

Erika Li
Department of Finance

Rosmaire Duffy
Department of General Services

Sean Ahearn
Department of Industrial Relations

Stacy Miranda-Gomez
Department of Parks and Recreation

Abbi Novotny
Department of Transportation

Tiffany Navarrette
Department of Water Resources

David Munoz
Dept of Finance

Professional Engineers in California Government

Matt Hanson, Chair

Art Duffy

Terry Escarda

Joya Gilster-Nava

D'Arcy McLeod

Ryan M. Atencio

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