

effective ~~November~~ <sup>Dec.</sup> 31, 2019 (First of Nov. P.P.)

**SIDE LETTER OF AGREEMENT BETWEEN**  
**PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT (Unit 9)**  
**And**  
**THE STATE OF CALIFORNIA**

**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.

November 15, 2019  
*Chazato*

15 Nov 2019  
*Mike M*

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b. Rate

- (1) An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum ~~\$1200.00~~ \$1.15 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~~ \$1.15 per hour.
  - (5) An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of ~~\$4.61~~ 9.22 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.

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