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Agreement between the Professional Engineers in California Government (PECG), Bargaining Unit 9 Professional Engineers and the State of California, 1999-2001

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Local

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Notes Bargaining Unit 9 - Professional Engineers

Contact

Full text contract begins on following page.

AGREEMENT
Between
STATE OF CALIFORNIA
and
PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT
(PECG)
covering

BARGAINING UNIT 9
PROFESSIONAL ENGINEERS

Effective
07/01/99 through **06/30/01**

Download the entire Bargaining Unit 9 contract in Microsoft Word 97 format

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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 Personnel Administration (hereinafter "DPA") or his/her designee.

ARTICLE 2 - TERM

2.1 Term

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including June 30, 2001.

B. PECG reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.

ARTICLE 3 - SALARIES

3.1 General Salary Increase

A. Effective July 1, 1999, all Unit 9 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

B. Effective September 1, 2000, all Unit 9 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

3.2 Merit Salary Adjustments

A. Unit 9 employees shall receive annual merit salary adjustments in accordance with Government Code section 19832 and applicable DPA 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 the examination for the licenses listed below, the State shall reimburse Unit 9 employees for their application fee for the following professional licenses: Engineer, Architect, Landscape Architect, Engineering Geologist, Land Surveyor, Engineer- in-Training, LSIT 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 (a) 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 listed licenses listed in (a) 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 on the State's list of approved organizations. Said reimbursement shall not exceed \$100.00 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 Personnel Administration as eligible to receive bilingual pay according to the following standards:

A. Definition of bilingual positions for Bilingual Differential Pay

1. A bilingual position salary differential 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 Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)

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

- a. A direct public contact position;
- b. A hospital or institutional setting dealing with patient or inmate needs;
- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.

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

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

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

B. Rate

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$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 Personnel Administration 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 Personnel Administration 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 Personnel Administration 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 salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.

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 Caltrans Long Term Differential – Pilot Project Effective 1/1/2000 – 12/31/2000

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.

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. This pilot project may be extended beyond December 31, 2000 at management's option.

I. Departments other than Caltrans may initiate the same pilot project at the department's discretion.

3.8 Prison Recruitment and Retention Bonus

A. Effective July 1, 1998, Unit 9 employees who are employed at Avenal, Ironwood, Calipatria or Chuckawalla Valley State Prisons, Department of Corrections, 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 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 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 set forth below:

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

2. Employees shall qualify for the second night shift pay differential of fifty (50) cents per hour where four (4) or more hours of the regularly scheduled work shift 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 Personnel Administration 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 DPA 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 and 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 cut off date, since late docks occur on or after the cut off date established by SCO.

B. Employees who are overpaid because of paragraph 1 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 (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.

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.

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.

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.

3.18 Special Salary Adjustments

A. Deep Classes - Range C Salaries

1. The following classes shall have Range C increased by 4.76% at the minimum of the salary range and increased by 4.78% at the maximum of the salary range. All employees in Range C shall be entitled to the 5% increase up to the maximum of the salary range. The increase shall be calculated by multiplying the employee's salary rate by 5% and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE		COMPENSATION	
		FROM (OSR)	To (NSR)
Landscape Associate, CalTrans	Rg. C	\$3,718-4,516	\$3,895-4,732
Transportation Engineer (Civil)	Rg. C	\$3,718-4,516	\$3,895-4,732
Transportation Engineer (Electrical)	Rg. C	\$3,718-4,516	\$3,895-4,732

2. New deep classifications established as a result of these negotiations which result in creation of a new Range C shall have a salary rate of \$3895 – \$4,732.

3. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the 4% general salary increase.

B. Deep Classes – Range D Salaries

1. The following classes shall have Range D increased by 5%. All employees in Range D shall be entitled to the 5% increase. The increase shall be calculated by multiplying the employee's salary rate by 5% and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE		COMPENSATION	
		FROM (OSR)	To (NSR)
Landscape Associate, CalTrans	Rg. D	\$4,082-4,959	\$4,286-5,207
Transportation Engineer (Civil)	Rg. D	\$4,082-4,959	\$4,286-5,207
Utilities Engineer	Rg. D	\$4,082-4,959	\$4,286-5,207
Transportation Engineer (Electrical)	Rg. D	\$4,082-4,959	\$4,286-5,207
Air Resources Engineer	Rg. D	\$4,082-4,959	\$4,286-5,207

2. New deep classifications established as a result of these negotiations shall have a Range D salary rate of \$ 4,286 - \$ 5,207, provided eligibility for an appointment at Range D requires a license.

3. For purposes of subsection A (Range C salaries) and subsection B (Range D salaries), Hazardous Substance Engineer, Range C shall be considered as Range D, resulting in an increase to \$4,286 - \$5,207.

4. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the 4% general salary increase.

C. Salary For Non-Deep Classes Requiring License

1. The following classes shall be increased by 5%. All employees in the class shall be entitled to the 5% increase. The increase shall be calculated by multiplying the employee's salary rate by 5% and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE	COMPENSATION	
	FROM (OSR)	To (NSR)
Associate Land Surveyor	\$3,983-4,609	\$4,182-4,839
Associate Boundary Determination Officer	\$4,082-4,959	\$4,286-5,207
Associate Hydraulic Engineer	\$4,082-4,959	\$4,286-5,207
Associate Engineer Water Resources	\$4,082-4,959	\$4,286-5,207
Associate Industrial Engineer, Office Of State Printing	\$4,082-4,959	\$4,286-5,207
Associate Waste Management Engineer	\$4,082-4,959	\$4,286-5,207
Associate Sanitary Engineer	\$4,082-4,959	\$4,286-5,207
Associate Water Resources Control Engineer	\$4,082-4,959	\$4,286-5,207
Associate Architect	\$4,082-4,959	\$4,286-5,207
Associate Landscape Architect (Specialist)	\$4,082-4,959	\$4,286-5,207
Land Surveyor, Caltrans	\$4,012-4,876	\$4,213-5,120
Structural Engineering Associate	\$4,082-4,959	\$4,286-5,207
Restoration Architect	\$4,082-4,959	\$4,286-5,207
Associate Transportation Enginner, Caltrans (Specialist)	\$4,245-5,417	\$4,457-5,688

2. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the 4% general salary increase.

D. Salary Increase For Split Classes Requiring License

1. The following classes shall have Range A increased by 5%. All employees in Range A shall be entitled to the 5% increase. The increase shall be calculated by multiplying the employee's salary rate by 5% and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE		COMPENSATION	
		FROM (OSR)	To (NSR)
Associate Civil Engineer	Rg. A	\$4,082-4,961	\$4,286-5,207
Associate Transportation Engineer, Caltrans (Registered)	Rg. A	\$4,082-4,961	\$4,286-5,207
Associate Bridge Engineer	Rg. A	\$4,082-4,961	\$4,286-5,207
Associate Materials and Research Engineer	Rg. A	\$4,082-4,961	\$4,286-5,207

2. Associate Transportation Engineer, Caltrans (Range A) classification shall receive a 5% increase from \$4,082-4,961 to \$4,286-5,207.

3. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the 4% general salary increase.

ARTICLE 4 - HEALTH AND WELFARE

4.1 Health Benefit Plan

A. Health Contribution Amounts

1. From July 1, 1999 to December 31, 1999, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

- a. The State shall pay \$174 per month for coverage on an eligible employee.
- b. The State shall pay \$332 per month for coverage of an eligible employee plus one dependent.
- c. The State shall pay \$432 per month for coverage of an employee plus two or more dependents.

2. From January 1, 2000 to June 30, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

a. The State shall pay \$174 per month for coverage on an eligible employee.

b. The State shall pay \$346 per month for coverage of an eligible employee plus one dependent.

c. The State shall pay \$452 per month for coverage of an employee plus two or more dependents.

3. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases. One method to control premiums would be to incorporate higher co-payments into the health plans as soon as possible. Any premium savings that result from these co-payment changes will be used to offset employee out-of-pocket premium costs.

B. Dental Benefits

1. Contributions

a. From July 1, 1999 to July 31, 1999, the State agrees to pay the following contribution for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by DPA.

(1) The State shall pay \$23.97 per month for coverage of an eligible employee.

(2) The State shall pay \$43.41 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$63.54 per month for coverage of an eligible employee plus two dependents.

b. From August 1, 1999 to June 30, 2001, The State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by DPA.

(1) The State shall pay \$30.70 per month for coverage of an eligible employee.

(2) The State shall pay \$55.60 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$81.38 per month for coverage of an eligible employee plus two or more dependents.

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

d. The State agrees that \$60,259.00 of the money remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental

indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then said amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. PEGC agrees that this is a full and final settlement and release of all known and all unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992 - 1995 collective bargaining agreement.

2. Coverage During First 24 Months of Employment

Employees appointed into State service on or after January 1, 1993, and who meet the above eligibility criteria, will not be eligible for enrollment in the State sponsored fee-for-service plan until they have completed 24 consecutive months of employment without a permanent break in service. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the fee-for-service plan.

C. Vision Benefit

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee copayment of \$10 for the comprehensive annual eye examination and \$25 for materials.

4.2 Health Benefit Plan – Eligibility For Benefits

A. Health Benefits – Eligibility for Benefits

For purposes of this section, "eligible employee" shall be defined by the Public

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

B. Dental Benefits – Eligibility for Benefits

Employee eligibility and family member eligibility for dental benefits will be the same as that prescribed for health benefits under subsection A.

C. Vision Benefit – Eligibility for Benefits

Employee eligibility and family member eligibility for vision benefits will be the same as that prescribed for health benefits under Subsection A.

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 Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

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

K. All appeals of 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 Personnel Administration 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 PEGC 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 Personnel Administration (DPA). This committee will not provide advice on the Worksite Health Promotion or Savings Plus Deferred Compensation programs.

PEGC 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 DPA.

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 DPA.

E. PEEG 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 Flexible Benefit Program

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

B. Permanent Intermittent (PI) employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a

minimum of 480 paid hours within the six month control period of January 1 through June 30 of the plan year in which they are enrolled.

C. Subsection (B) 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. The contribution for employees covered under this new level of benefits will be \$2 per month. 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 Subsidy Program

A. The State shall establish a rural subsidy program for Bargaining Unit 9 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 9 members.

B. The program shall operate in the following fashion:

1. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Senate Bill 514 (Senator Chesbro), a copy of which bill is incorporated herein by reference. For Bargaining Unit 9 members, payments may be on a monthly basis.

a. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.

2. As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).

3. The money shall be available for use as defined in SB 514.

4. Pursuant to that bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 9 members, as one of several similar accounts.

5. Each Unit 9 employee shall be able to utilize up to \$1,500 per year, pursuant to said bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.

6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in the bill, then the unused monies shall be put in a "same year pool". That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the attached bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a *pro tanto (pro rata)* basis.

a. Any employee not in Bargaining Unit 9 all year shall receive credit under this paragraph 6 utilizing the same pro rata formula as in paragraph 2 above.

b. If an employee is entitled to less than \$25.00 under this paragraph 6, the money shall instead go into next year's fund pursuant to paragraph 6 hereafter.

7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the bill were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the bill exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remained in the pool.

8. Beyond the text of the bill, the parties will structure and administer the fund accordance with all applicable IRS and other regulatory statutes and rules.

9. Interest earned from the fund(s), shall be used to offset administrative costs.

10. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.

ARTICLE 5 - LEAVES

5.1 Sick Leave

DPA Rule 599.745 (a) through (d) is superseded by the following:

1. DEFINITIONS

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

- a. Illness or injury, including illness or injury relating to pregnancy.
- b. Exposure to a contagious disease.
- c. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
- d. Absence from duty for attendance upon the employee's ill or injured parent, spouse, 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.

DPA Rule 599.749 is superseded by the following:

2. SICK LEAVE USAGE

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

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

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.

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

1. 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 his/her parent, step-parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-child, adopted child, or death of any person residing in the immediate household of the employee at the time of death. Such bereavement leave shall be authorized for up to three (3) eight-hour days 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.

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

3. Permanent full-time employees who have used their three (3) paid days of bereavement leave may on each subsequent request be authorized to use up to three (3) eight-hour days of sick leave, CTO, or any other earned leave credits if they suffer more than one bereavement as enumerated in paragraph a. above during the fiscal year. If more than three (3) eight-hour days are requested, the provision of paragraph b. shall apply.

4. Permanent-Intermittent employees will be eligible for bereavement leave pursuant to subsections A, B and C above on a pro-rata basis based upon the hours worked in the pay period. Bereavement leave may only be taken if the employee is scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days.

In no case shall the number of hours of leave per day exceed the number of hours computed from the schedule below:

LEAVE CREDIT IN HOURS WORKED	HOURS PER DAY
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0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
Over 151	8

5. Fractional time base (part-time) employees will be eligible for bereavement leave pursuant to subsections A, B and C above on a pro-rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)

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

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 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

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 subsection 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 cancelled 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) 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 or male parent, 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, subsections 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

A. Personal leave shall be requested and used by Unit 9 employees in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave.

B. 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.

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. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

G. An employee may elect to supplement Vocational Rehabilitation Maintenance Allowance, which is provided pursuant to Section 10125.1, Title 8, California Code of Regulations, with leave credits.

H. The State and PEGC agree to support legislation to amend Government Code Section 19863.1, to allow an employee to supplement Vocational Rehabilitation Maintenance Allowance with leave credits.

I. 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 or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

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

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement and in existing departmental policies. Requests for approval of mentoring leave are subject to

operational needs of the State, budgetary limits, and any limitations imposed by law.

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

1. Have a permanent full-time appointment;
2. Have successfully completed the probationary period for their current position; and,
3. Have committed to mentor a child or youth through a bonafide mentoring organization for a minimum of one school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

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

1. He or she is assigned to a "post" position in the Departments of Corrections or Youth Authority; or,
2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education and Veterans' Affairs.

G. 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 DPA rules. 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.

D. All provisions necessary for the administration of this Section shall be provided by DPA 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 DPA 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).

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 and the decision reached at Step 4 (DPA) 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 Personnel Administration (DPA) 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, DPA shall inform PEGC of the proposal during the preparatory stages of the proposals. PEGC may request to meet with DPA regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for PEGC to provide input. Upon request, DPA shall furnish PEGC with drafts of the proposed classification specifications.

B. The DPA shall notify and submit to PEGC the final classification proposal at least 20 work days prior to the date the SPB is scheduled to adopt it.

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

D. The DPA shall meet and confer, if requested in writing by PEGC, 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 PEGC and the parties shall bargain the impact upon request by PEGC.

ARTICLE 7 - ALLOWANCES AND REIMBURSEMENTS

7.1 Business And Travel Expense--Effective September 1, 1999

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 DPA rules and as set forth below. Lodging and/or means 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 maximums. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

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

Breakfast	\$6.00	
Lunch	10.00	
Dinner	18.00	
Incidentals	6.00	(Every full 24 hours of travel)
TOTAL	\$40.00	

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

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

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

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

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

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

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

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

Travel begins at or before 6 am and ends at or after 9 am	Breakfast may be claimed
Travel begins at or before 4 pm and ends at or after 7 pm	Dinner may be claimed.
If the trip extends overnight, receipted lodging may be claimed	
No lunch or incidentals may be claimed on a trip of less than 24 hours	

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

1. Regular State Business Travel:

a. Statewide, in all 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 \$79.00 plus applicable taxes.

b. Effective November 2, 1999, 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 \$84.00 plus applicable taxes.

c. Effective November 2, 1999 through June 30, 2000, when employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and Central and Western Los Angeles reimbursement will be for actual receipted lodging to a maximum of \$110 plus applicable taxes. Central and Western Los Angeles is the territory bordered by Sunset Boulevard on the north, the Pacific Ocean on the West, Imperial Blvd/Freeway 105 on the South and Freeways 110, 10 and 101 on the east. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

2. State Sponsored Conferences or Conventions: 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.

Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes

3. Non-State Sponsored Conferences or Conventions: 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.

Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

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

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

F. Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the 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 31 cents per mile.
- 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 31 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. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

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

G. **Receipts.** Receipts or vouchers shall be submitted for every item of expense of \$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 Transportation Incentives And Parking Rates

A. The State and PEGC agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent discount on public transit passes sold by State agencies up to a maximum of \$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.

C. The State shall provide \$100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. The parties agree that the State may increase parking rates in existing lots, in urban congested areas, no more than twenty dollars per month above the current rate charged to employees in specific locations where they park, not to exceed fair market value. 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 60 days but no less than 30 days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared for rates for covered parking.

E. By April 1, 2000, the State shall develop a system for employees where parking fees may be paid with pre-tax dollars.

F. Notwithstanding any other provision of this contract, PEGC agrees that the State may implement new policies or change existing ones regarding parking and parking fees if circumstances change. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

7.3 Safety Footwear

A. Unit 9 employees shall be responsible for purchasing safety footwear if required (and not provided) by the department for which they work.

B. For purposes of this section, safety footwear is defined as steel toed shoes or boots 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 replacing worn out safety footwear not to exceed \$100.00 once every 18-months.

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 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

A. During the life of this contract, the Department of Parks and Recreation will establish a single source vendor system to replace the current uniform replacement allowance program. Employees in all uniformed classes in the Department of Parks and Recreation (DPR) shall use the system to obtain Department authorized uniform replacement items.

B. The anniversary date for the uniform replacement credit with the vendor 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 \$350.00. 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.

C. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed DPR 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 – Effective September 1, 1999

An overtime meal allowance of up to \$8.00 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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Overtime – Effective September 1, 1999

A. All State laws and DPA 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 be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

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 employee's 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) require 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 – Effective September 1, 1999

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 employees 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 whole day increments.

(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.).

8.3 Calls To Work/Scheduled Overtime - Caltrans

A. An employee in Work Week Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift or the notification is prior to completion of the work shift and the work begins more than three hours after completion of the work shift.

1. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four hours credit for the new call back.

2. When such an employee is called back within four hours of the beginning of the employee's next shift, an employee shall be

compensated only for the hours remaining before the beginning of the employee's next shift.

B. When staff meetings, training sessions or work assignments are scheduled on an employee's authorized day off, employees in Work Week Group 2 shall be scheduled for a minimum of four (4) hours work.

C. For reporting purposes, compensable time for all Work Week Group 2 overtime begins when the employee reports to headquarters or the job site when the employee is not required to report to headquarters. Job site may be interpreted as an "assembly point" when authorized by the appointing authority. Compensable time ends upon completion of the job and return to headquarters. If the employee is not required to return to headquarters, compensable time ends upon completion of the job or return to the assembly point when authorized.

D. When a Caltrans employee in Work Week Group 2 receives a call to work while not on duty (i.e., neither during a regular work shift nor an overtime assignment), compensable time starts when the employee leaves home enroute directly for the call back and ends when the employee has returned home by the most direct route. Travel time for a call to work will not be paid when the employee is ordered to report early for a scheduled work shift even though the order to report early is made while the employee is not at work.

E. A callback situation does not exist when an employee is ordered to temporarily report for a different work shift in lieu of his/her regular one because either:

1. The employee was alerted to the possibility of a sudden shift change before the end of the regularly scheduled shift, or
2. The employee's assignment necessitates unexpected shift changes.

F. Travel time occasioned by an assignment in which an employee in Work Week Group 2 is eligible for Business and Travel expenses under Section 7.1 of this agreement and which occurs outside the employee's normal work hours will be credited at 50% for compensation purposes.

8.4 Work Shift Schedules

A. Unless otherwise specified herein, the regular workweek of full-time Unit 9 employees shall be forty (40) hours.

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.

8.5 Telecommuting And Alternate Work Schedules – Effective September 1, 1999

A. Telecommuting and alternate work schedules (e.g., 4/10/40) may be permitted where:

1. They enhance productivity, improve facility utilization, reduce traffic congestion, improve air quality; and,
2. Do not jeopardize safety or impact office or employee efficiency, necessary or valuable on-site interaction with others, or service to other departmental units, governmental agencies, clients, or members of the public.

B. Telecommuting and/or alternate work schedules shall be permitted at the discretion of the appointing department. Departments that permit telecommuting and/or alternate work schedules may establish reasonable procedures and requirements (e.g., pertaining to the number of days and hours employees telecommute, what type of alternate work schedules are available, safety, equipment, availability, amount of notice to affected employee prior to discontinuing telecommuting or alternate work schedules) which employees must satisfy.

C. Alternate work schedules that result in overtime for employees in WWG 2 because of the requirements of the FLSA shall not be permitted.

D. This telecommuting section shall not be subject to the grievance and arbitration procedure contained in Article 12, except that employees who believe their request to telecommute (or have an alternate work schedule) was denied for purposes of discrimination, harassment, reprisal or retaliation may file a grievance that can be appealed up to the second level of the grievance procedure.

ARTICLE 9 - HOLIDAYS

9.1 Holidays

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

B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving and December 25.

C. Every full-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 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 personal holiday on a straight time (hour for hour) basis. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

E. Subject to Item d. above, use of personal holidays shall be granted in accordance with departmental policies on this subject.

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

G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of personal holiday credit per fiscal year per said holiday.

H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.

I. For the purpose of computing the numbers of hours worked, time during which an employee is excused from work because of a holiday, shall be considered as time worked by the employee.

J. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off for such work in accordance with their classification's assigned workweek group and this MOU.

K. Less than full-time employees shall receive holidays in accordance with existing Department of Personnel Administration rules.

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 PEGC 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.

C. This provision will be effective upon ratification of this MOU by both the Legislature and PEGC.

ARTICLE 11 - RETIREMENT

11.1 First Tier Eligibility For Employees In Second Tier

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

The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 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.

New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 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.

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

11.2 401(K) DEFERRED COMPENSATION PROGRAM

Employees in Unit 9 may participate in the State of California, Department of Personnel Administration, 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 Personnel Administration, 457 Deferred Compensation Program.

11.4 FIRST TIER RETIREMENT FORMULA (2% @ 55)

PECG and the State (parties) agree that the legislation implementing this agreement shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.

The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820

55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

There would be factors for attained quarter ages, such as 52 ³/₄, that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.

The amount of member contributions required of employees who will be covered under these new factors will continue to be 5 percent of monthly compensation in excess of \$513.

11.5 Determination Of Safety Retirement Eligibility

The parties agree that the provisions of Government Code sections 19816.20 and 20405.1 shall apply to Unit 9.

11.6 Safety Retirement – Product Engineers, Prison Industries

The Department of Personnel Administration shall notify the Public Employees Retirement System that employees in the Associate Product Engineer, Prison Industries, classification satisfy the criteria for safety membership. Past service in this classification shall be credited to the safety category.

11.7 Safety Retirement – Civil Engineers, CDF

PECG agrees to support the following legislation that removes Civil Engineers hired by the Department of Forestry and Fire Protection hired on or after January 1, 2000, from the safety category.

Government Code section 20400 is amended to read:

A. "State safety member" also included members employed in the Department of Forestry and Fire Protection, whose principal duties consist of active fire suppression or supervision, including, but not limited to, members employed to perform duties now performed under the following titles: State Forester; all classes of fire prevention and law enforcement officers; all classes of Foresters; Fire Captain; all classes of Fire Crew Foreman; all classes of Forestry Trainees; all classes of forestry equipment and civil engineers; Forestry Superintendent, Conservation Camps; Fire Apparatus Engineer; Fireman, CDF; Firefighter

(Seasonal); Equipment Maintenance Forman; Heavy Fire Equipment Operator. However, "state safety members" shall not include members employed in classes other than those set forth in this section whose principal duties are clerical or such as otherwise clearly do not fall within the scope of active fire suppression.

B. Notwithstanding subsection (a) Civil Engineers hired by the Department of Forestry and Fire Protection on or after January 1, 2000 shall not be state safety members.

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 PEGC, 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 PEGC 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 PEGC or employee, or the State.

E. A "PEGC representative" refers to an employee designated as a PEGC 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 Personnel Administration or designee.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration 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 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 can not 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 Personnel Administration 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 the PEGC 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 Personnel Administration 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 Personnel Administration (DPA) 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, DPA, 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 Release Of 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 PEGC.

D. Release and Use of Addresses

The State Controllers Office will send PEGC 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 PEGC. The State Controllers Office will also send PEGC 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 PEGC 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 PEGC. Said material shall be provided by PEGC. The cost of this mailing shall be paid for by PEGC. PEGC 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 PEGC. PEGC 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 PEGC for representational purposes.

G. Nature of Material

PEGC 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 produce or service unrelated to representation by PEGC.

H. Costs Reimbursable

PEGC 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, PEGC 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

A. 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 PEGC 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 PEGC 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.

B. 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

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 12 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration law and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

ARTICLE 16 - HEALTH AND SAFETY

16.1 Health and Safety

The State and PEGC shall, upon request by PEGC, develop a Health and Safety Committee. The committee shall consist of up to five (5) PEGC representatives (selected by PEGC) and five (5) management representatives. The chairperson

shall be selected by management. The committee may meet on a quarterly basis, unless mutually agreed otherwise. PEGC 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

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

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

C. Upon prior notification to and approval of the appropriate time by the representatives' supervisors, PEGC 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 BOC 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 Board of Control 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 PEGC, at cost, with a magnetic tape and printout of all bargaining unit employees containing their full names, home addresses (if permitted by PERB regulation and as otherwise consistent with section 14.1 (Home Addresses)), employee organization sponsored deduction codes, agencies, reporting units, class and schematic codes. The list will be arranged in alphabetical order by last name.

Each month the State shall furnish PEGC, at cost, with a magnetic tape and printout (alphabetical by last name) of all employees from whose salaries deduction were made for PEGC dues.

Each month the State shall furnish PEGC, at cost, with a magnetic tape and printout of the names and work locations of employees new to the bargaining unit and all employees who left the bargaining unit during the previous month.

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

The magnetic tapes referred to in the above paragraphs shall be loaned to PEGC and returned to the State Controller.

18.4 Access

PEGC 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 PEGC representatives prior to permitting access.

Subject to availability of a facility and notification of the department head or designee, PEGC representatives shall have access to State facilities during non-working hours to meet with employees regarding PEGC activities and business provided PEGC 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

A. PEGC 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.

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

C. 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

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

B. 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 PEGC literature at State work sites.

18.7 Employee Orientation

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

18.8 State Phones

PEGC representatives shall be permitted reasonable access to State telephones to make calls for PEGC 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 PEGC all membership dues authorized on a form provided by PEGC. The State agrees to deduct and transmit to PEGC fees from State employees in Unit 9 who do not become members of PEGC. The State and PEGC agree that a system of authorized dues deductions and a system of fee payer deductions shall be operated in accordance with Government Code Section 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 PEGC members' and fee payers' pay warrants shall be set by PEGC and changed by the State upon written request of PEGC.

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

C. Any employee may withdraw from PEGC by sending a signed withdrawal letter to PEGC at any time. 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. PEGC 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 arising from this Article and the deductions arising therefrom.

E. PEGC 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 PEGC and return of part of that fee pursuant to Government Code Section 3518.8.

F. No provisions of this Section or 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 PEGC members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to PEGC all authorized deductions from all PEGC members who have signed an approved authorization card for such deductions on a form provided by PEGC, less necessary administrative costs incurred by the State Controller.

2. PEGC 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 PEGC 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 PEGC 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 PEGC 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 DPA 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

1. General

19824 Establishes monthly pay periods.

19839 Provides lump-sum payment for unused vacation accrued or compensating time off upon separation.

19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

2. Step Increases

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual merit salary adjustments (MSA's) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates.)

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

19856.1 Requires DPA 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 DPA 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 DPA 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 DPA 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.

1991.4 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

1991.3 Jury duty.

1991.5 30-day educational leave for the medical staff and medical technicians of the Veterans' Home.

1991.7 Teachers' educational leave and earned credits subject to DPA rule.

7. Uniforms, Work Clothes, and Safety Equipment

19850 Definitions.

19850.1 Provides for uniform allowances.

19850.3 Requires DPA 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 DPA 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 DPA to establish rules governing NDI.

10. Life Insurance

20750.11 Provides for employer contributions.

21400 Establishes group term life insurance benefits.

21404 Provides for Death Benefit from PERS.

21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

11. Health Insurance

22816 Provides for continuation of health plan coverage during leave of absence without pay.

22825 Provides for employee and employer contribution.

22825.1 Sets employer contribution.

12. Workweek

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

19843 Directs the DPA to establish and adjust workweek groups.

13. Overtime

19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work- incurred injury) to augment paycheck.

14. Callback Time

19849.1 Allows DPA 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 DPA 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 DPA rule.

19992.4 Allows DPA 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 DPA 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 DPA 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

21.1 No-Strike Clause

A. During the term of this Agreement, neither PEGC nor its agents or 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.

B. PEGC 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

22.1 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 DPA 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 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.

SIGNATURE PAGE

1999 - 2001

This MOU is effective on the first day of July, 1999, and is executed by the following authorized representatives of the parties.

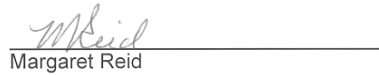
Professional Engineers in California Government

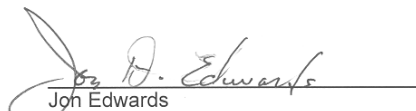

Arthur P. Duffy, Chairman


Marvin L. Jackson


Brian Young


Robert McNew

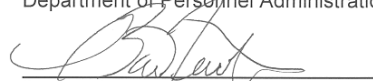

Margaret Reid

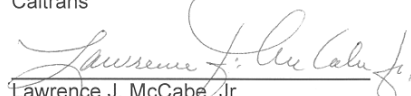

Jon Edwards


Rhonda Weber


State of California



Linda Buzzini
Labor Relations Officer/Counsel
Department of Personnel Administration


Barton Newton
Assistant to the Director
Caltrans

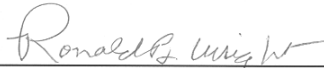

Lawrence J. McCabe, Jr.
Labor Relations Officer
Caltrans


Gary Pursell
Construction Manager
Caltrans


Debbie Dolenga
Associate Personnel Analyst
Department of Toxic Substances
Control


Heidi Leveille
Labor Relations Analyst
California Air Resources Board

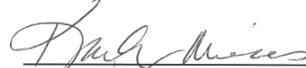
1999 - 2001




Ronald B. Wright
Labor Relations
Department of Water Resources



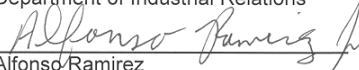
Virginia B. Berumen
Associate Personnel Analyst
Department of Conservation



Kathy A. Miras
Labor Relations
Department of General Services



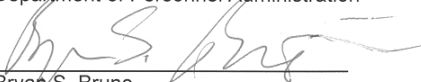
James T. Duncan
Labor Relations Officer
Department of Industrial Relations



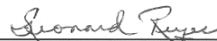
Alfonso Ramirez
Personnel Management Consultant
Department of Personnel Administration



Hortencia O. Morales
Personnel Management Consultant
Department of Personnel Administration



Bryan S. Bruno
Benefits Program Analyst
Department of Personnel Administration



Leonard Reyes
Labor Relations Officer
State Water Resources Control Board

APPENDICES AND SIDE LETTERS

APPENDIX A - Salary Schedule

11/16/99	PDC0089C	09 - PROFESSIONAL ENGINEER		7/1/99 INCREASE		9/1/00 INCREASE		
		SCHEMATIC	CLASS	A/R	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
AIR POLLUTION RESEARCH SPECIALIST								
		1850	3812		4661.00	5664.00	4847.00	5891.00
AIR POLLUTION SPECIALIST								
		1875	3887	A	2870.00	3323.00	2985.00	3456.00
				B	3437.00	4177.00	3574.00	4344.00
				C	4051.00	4921.00	4213.00	5118.00
AIR QUALITY ENGINEER I, DEPARTMENT OF CONSUMER AFFAIRS								
		QR15	9941	A	3147.00	3642.00	3273.00	3788.00
				B	3603.00	4375.00	3747.00	4550.00
				C	4245.00	5157.00	4415.00	5363.00
AIR QUALITY ENGINEER II, DEPARTMENT OF CONSUMER AFFAIRS								
		QR20	9942		4661.00	5664.00	4847.00	5891.00
AIR RESOURCES ENGINEER								
		IA84	3735	A	3147.00	3642.00	3273.00	3788.00
				B	3603.00	4375.00	3747.00	4550.00
				C	4051.00	4921.00	4213.00	5118.00
				D	4457.00	5415.00	4635.00	5632.00
ARCHITECTURAL ASSOCIATE HEALTH FACILITIES								
		IR72	4127		4051.00	4921.00	4213.00	5118.00
ARCHITECTURAL DESIGNER								
		IK63	3886	A	3147.00	3642.00	3273.00	3788.00
				B	3603.00	4375.00	3747.00	4550.00
ASSISTANT BOUNDARY DETERMINATION OFFICER								
		GA98	3016		3603.00	4375.00	3747.00	4550.00
ASSISTANT CHEMICAL TESTING ENGINEER								
		GZ30	3406		3603.00	4375.00	3747.00	4550.00
ASSISTANT CIVIL ENGINEER								
		GH50	3126		3603.00	4375.00	3747.00	4550.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
ASSISTANT ENGINEERING SPECIALIST -CIVIL-							
	G110	3128		3603.00	4375.00	3747.00	4550.00
ASSISTANT ENGINEERING SPECIALIST -ELECTRICAL-							
	HJ70	3607		3603.00	4375.00	3747.00	4550.00
ASSISTANT LAND SURVEYOR							
	GC91	3047	A B	3069.00 3603.00	3729.00 4375.00	3192.00 3747.00	3878.00 4550.00
ASSISTANT PROCUREMENT ENGINEER							
	GY58	3395		3603.00	4375.00	3747.00	4550.00
ASSISTANT SAFETY ENGINEER							
	IF55	3899		3603.00	4375.00	3747.00	4550.00
ASSISTANT TELECOMMUNICATIONS ENGINEER							
	HK95	3643		3772.00	4583.00	3923.00	4766.00
ASSOCIATE ARCHITECT							
	IK60	3964		4457.00	5415.00	4635.00	5632.00
ASSOCIATE AUTOMOTIVE EQUIPMENT STANDARDS ENGINEER							
	HN20	3651		4245.00	5157.00	4415.00	5363.00
ASSOCIATE BOUNDARY DETERMINATION OFFICER							
	GA95	3018		4457.00	5415.00	4635.00	5632.00
ASSOCIATE BRIDGE ENGINEER							
	GL60	3186	A S	4457.00 4461.00	5417.00 5420.00	4635.00 4639.00	5634.00 5637.00
ASSOCIATE CHEMICAL TESTING ENGINEER							
	GZ20	3403	A S	4245.00 4248.00	5159.00 5163.00	4415.00 4418.00	5365.00 5370.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
ASSOCIATE CIVIL ENGINEER							
	GH40	3123	A S	4457.00 4461.00	5417.00 5420.00	4635.00 4639.00	5634.00 5637.00
ASSOCIATE CONSTRUCTION ANALYST							
	IQ30	4106	A B	4042.00 4448.00	4912.00 5405.00	4204.00 4626.00	5108.00 5621.00
ASSOCIATE CONTROL ENGINEER							
	HQ45	3659		4245.00	5157.00	4415.00	5363.00
ASSOCIATE CORROSION ENGINEER							
	GR20	3279		4245.00	5157.00	4415.00	5363.00
ASSOCIATE COST ESTIMATOR WATER RESOURCES							
	GT40	3303		4051.00	4921.00	4213.00	5118.00
ASSOCIATE ELECTRICAL ENGINEER							
	HJ40	3603		4245.00	5157.00	4415.00	5363.00
ASSOCIATE ELECTRICAL ENGINEER HYDRAULIC STRUCTURES							
	HK10	3611		4245.00	5157.00	4415.00	5363.00
ASSOCIATE ELECTRICAL ENGINEER, CALTRANS							
	GM15	3000	A B	4245.00 4661.00	5157.00 5664.00	4415.00 4847.00	5363.00 5891.00
ASSOCIATE ELECTRONICS ENGINEER							
	GX60	3377		4245.00	5157.00	4415.00	5363.00
ASSOCIATE ENGINEER WATER RESOURCES							
	GO50	3264		4457.00	5415.00	4635.00	5632.00
ASSOCIATE ENGINEER, PETROLEUM STRUCTURES							
	HV83	7932		5173.00	6282.00	5380.00	6533.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
ASSOCIATE ENGINEERING GEOLOGIST							
	HT50	3754	A S	4245.00 4248.00	5159.00 5163.00	4415.00 4418.00	5365.00 5370.00
ASSOCIATE EQUIPMENT ENGINEER	HM30	3638	A S	4245.00 4248.00	5159.00 5163.00	4415.00 4418.00	5365.00 5370.00
ASSOCIATE HYDRAULIC ENGINEER	G090	3263		4457.00	5415.00	4635.00	5632.00
ASSOCIATE HYDROELECTRIC POWER UTILITY ENGINEER	H050	3675		4245.00	5157.00	4415.00	5363.00
ASSOCIATE INDUSTRIAL ENGINEER, OFFICE OF STATE PRINTING	HH75	3564		4457.00	5415.00	4635.00	5632.00
ASSOCIATE LAND SURVEYOR	GA70	3015		4349.00	5033.00	4523.00	5234.00
ASSOCIATE LANDSCAPE ARCHITECT (SPECIALIST)	IM20	3982		4457.00	5415.00	4635.00	5632.00
ASSOCIATE MATERIALS AND RESEARCH ENGINEER	GX30	3379	A S	4457.00 4461.00	5417.00 5420.00	4635.00 4639.00	5634.00 5637.00
ASSOCIATE MECHANICAL ENGINEER	HH80	3582		4245.00	5157.00	4415.00	5363.00
ASSOCIATE MECHANICAL ENGINEER HYDRAULIC STRUCTURES	HH40	3563		4245.00	5157.00	4415.00	5363.00
ASSOCIATE MECHANICAL ENGINEER, CALTRANS	GM05	2999	A B	4245.00 4661.00	5157.00 5664.00	4415.00 4847.00	5363.00 5891.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
ASSOCIATE MINERAL RESOURCES ENGINEER	HV80	3796		4887.00	5937.00	5082.00	6174.00
ASSOCIATE MOTOR VEHICLE POLLUTION CONTROL ENGINEER	IB20	3809		4245.00	5157.00	4415.00	5363.00
ASSOCIATE OIL AND GAS ENGINEER	HV20	3783		4887.00	5937.00	5082.00	6174.00
ASSOCIATE PROCUREMENT ENGINEER	GY57	3396		4245.00	5157.00	4415.00	5363.00
ASSOCIATE PRODUCT ENGINEER, PRISON INDUSTRIES	RA55	7114		4245.00	5157.00	4415.00	5363.00
ASSOCIATE REHABILITATION ENGINEERING CONSULTANT	HX06	3817		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SAFETY ENGINEER	IF60	3929		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SAFETY ENGINEER (CONSTRUCTION)	IF65	3896		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SAFETY ENGINEER (ELECTRICAL)	IF75	3891		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SAFETY ENGINEER (ELEVATORS)	IF95	3884		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SAFETY ENGINEER (INDUSTRIAL)	IG15	3889		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SAFETY ENGINEER (MINING, TUNNELING AND MINERAL INDUSTRIES)	IG25	3876		4245.00	5157.00	4415.00	5363.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
ASSOCIATE SAFETY ENGINEER (PRESSURE VESSELS)							
	IG35	3869		4245.00	5157.00	4415.00	5363.00
ASSOCIATE SANITARY ENGINEER							
	HY70	3825		4457.00	5415.00	4635.00	5632.00
ASSOCIATE SPECIFICATION WRITER HYDRAULIC STRUCTURES							
	G090	3290		4245.00	5157.00	4415.00	5363.00
ASSOCIATE TELECOMMUNICATIONS ENGINEER							
	HK85	3640		4446.00	5403.00	4624.00	5619.00
ASSOCIATE TRANSPORTATION ELECTRICAL ENGINEER (SPECIALIST)							
	GK30	3166		4245.00	5157.00	4415.00	5363.00
ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS							
	GJ80	3167	A S	4457.00 4461.00	5417.00 5420.00	4635.00 4639.00	5634.00 5637.00
ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS (REGISTERED)							
	GJ81	3169	A S	4457.00 4461.00	5417.00 5420.00	4635.00 4639.00	5634.00 5637.00
ASSOCIATE TRANSPORTATION ENGINEER, CALTRANS (SPECIALIST)							
	GJ82	9619		4245.00	5417.00	4415.00	5634.00
ASSOCIATE WASTE MANAGEMENT ENGINEER							
	HY10	3787		4457.00	5415.00	4635.00	5632.00
ASSOCIATE WATER RESOURCES CONTROL ENGINEER							
	I020	3845		4457.00	5415.00	4635.00	5632.00
AUTOMOTIVE EQUIPMENT STANDARDS ENGINEER							
	HN25	3649	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00

11/16/99

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
BAY DEVELOPMENT DESIGN ANALYST SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION							
	IR45	4117		4245.00	5157.00	4415.00	5363.00
COMPLIANCE OFFICER, HEALTH FACILITIES CONSTRUCTION							
	IS42	4017		4661.00	5664.00	4847.00	5891.00
CONSTRUCTION INSPECTOR I							
	IS80	4033		3010.00	3318.00	3130.00	3451.00
CONSTRUCTION INSPECTOR II							
	IS70	4032		3437.00	4177.00	3574.00	4344.00
CONSTRUCTION PROJECT INSPECTOR (VARIOUS SITES)							
	IS75	6160		3437.00	4177.00	3574.00	4344.00
CONSTRUCTION PROJECT SPECIALIST I (VARIOUS SITES)							
	IS65	6161		4051.00	4921.00	4213.00	5118.00
CONSTRUCTION SUPERVISOR I							
	IS60	4031		4051.00	4921.00	4213.00	5118.00
CONSTRUCTION SUPERVISOR II							
	IS50	4030		4661.00	5665.00	4847.00	5892.00
CONTROL ENGINEER							
	H950	3660	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
DATA COMMUNICATIONS SPECIALIST							
	HK45	3644		5364.00	6519.00	5579.00	6780.00
ELECTRIC GENERATION SYSTEM PROGRAM SPECIALIST I							
	8126	4847		4342.00	5275.00	4516.00	5486.00
ELECTRIC GENERATION SYSTEM PROGRAM SPECIALIST II							
	8123	4848		4767.00	5792.00	4958.00	6024.00

11/16/99

PDC0089C

09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
ELECTRIC GENERATION SYSTEM SPECIALIST I	BI07	4841		3953.00	4802.00	4111.00	4994.00
ELECTRIC TRANSMISSION SYSTEM PROGRAM SPECIALIST I	BI36	4860		4342.00	5275.00	4516.00	5486.00
ELECTRIC TRANSMISSION SYSTEM PROGRAM SPECIALIST II	BI33	4861		4767.00	5792.00	4958.00	6024.00
ELECTRICAL ENGINEER	HJ55	3613	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
ENERGY AND MINERAL RESOURCES ENGINEER	HV25	3784	A B	3229.00 3772.00	3738.00 4583.00	3358.00 3923.00	3888.00 4766.00
ENGINEER, WATER RESOURCES	GH62	3137	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
ENGINEERING GEOLOGIST	HT65	3756	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
FIRE AND LIFE SAFETY OFFICER I (DIVISION OF THE STATE ARCHITECT)	IS83	4348		4051.00	4921.00	4213.00	5118.00
FIRE AND LIFE SAFETY OFFICER I (HEALTH FACILITIES CONSTRUCTION)	IS66	4313		4051.00	4921.00	4213.00	5118.00
FIRE AND LIFE SAFETY OFFICER II (DIVISION OF THE STATE ARCHITECT)	IS85	4351		4661.00	5664.00	4847.00	5891.00
FIRE AND LIFE SAFETY OFFICER II (HEALTH FACILITIES CONSTRUCTION)	IS67	4314		4661.00	5664.00	4847.00	5891.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
FLAMMABILITY RESEARCH TEST ENGINEER	GZ21	3404		4234.00	5146.00	4403.00	5352.00
HAZARDOUS SUBSTANCES ENGINEER	HY04	3726	A B C	3147.00 3603.00 4457.00	3642.00 4375.00 5415.00	3273.00 3747.00 4635.00	3788.00 4550.00 5632.00
HAZARDOUS SUBSTANCES ENGINEERING GEOLOGIST	HT70	3728	A B C	3147.00 3603.00 4245.00	3642.00 4375.00 5159.00	3273.00 3747.00 4415.00	3788.00 4550.00 5365.00
HOUSING CONSTRUCTION INSPECTOR, CALIFORNIA HOUSING FINANCE AGENCY	IT80	4556		4661.00	5664.00	4847.00	5891.00
HOUSING MAINTENANCE INSPECTOR, CALIFORNIA HOUSING FINANCE AGENCY	IT70	4913		4245.00	5157.00	4415.00	5363.00
JUNIOR CHEMICAL TESTING ENGINEER	GZ40	3409		3147.00	3642.00	3273.00	3788.00
JUNIOR CIVIL ENGINEER	CH60	3132		3147.00	3642.00	3273.00	3788.00
JUNIOR SAFETY ENGINEER	IF35	3890		3147.00	3642.00	3273.00	3788.00
LAND SURVEYOR, CALTRANS	GAT5	3017		4382.00	5325.00	4557.00	5538.00
LANDSCAPE ARCHITECT	IM15	3981	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
LANDSCAPE ASSOCIATE, CALTRANS	IM13	2971	A B	3147.00 3603.00	3642.00 4375.00	3279.00 3747.00	3788.00 4550.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
LANDSCAPE ASSOCIATE, CALTRANS	IM13	2971	C D	4051.00 4457.00	4921.00 5415.00	4213.00 4635.00	5118.00 5632.00
LEAD SENIOR STRUCTURAL ENGINEER -EMERGENCY-	GW10	3359		35.87	39.55	37.30	41.13
MECHANICAL ENGINEER	HM85	3583	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
PETROLEUM DRILLING ENGINEER	HW40	3776		5626.00	6838.00	5851.00	7112.00
PETROLEUM PRODUCTION ENGINEER	HW30	3775		5626.00	6838.00	5851.00	7112.00
PETROLEUM RESERVOIR ENGINEER STATE LANDS DIVISION	HU40	3766		5956.00	7236.00	6194.00	7525.00
PHOTOGRAMMETRIST I	GG40	3092		3437.00	4177.00	3574.00	4344.00
PHOTOGRAMMETRIST II	GG30	3090		4051.00	4921.00	4213.00	5118.00
PRECISION ELECTRONICS SPECIALIST	QQ40	6926		3684.00	4264.00	3831.00	4435.00
PRINCIPAL-FIRE AND LIFE SAFETY (DIVISION OF THE STATE ARCHITECT)	IS87	4355		5364.00	6521.00	5579.00	6782.00
PROJECT DIRECTOR I	IR10	4019		4245.00	5157.00	4415.00	5363.00
PROJECT DIRECTOR II	IR15	4020		4887.00	5937.00	5082.00	6174.00

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PDC0089C

09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
RESTORATION ARCHITECT	IK25	3953		4457.00	5415.00	4635.00	5632.00
SANITARY ENGINEER	HZ15	3848	A B	3147.00 3603.00	3642.00 4375.00	3273.00 3747.00	3788.00 4550.00
SENIOR ARCHITECT	IK50	3961	A S	4887.00 4891.00	5939.00 5943.00	5082.00 5087.00	6177.00 6181.00
SENIOR BOUNDARY DETERMINATION OFFICER (SPECIALIST)	GA92	3007		4887.00	5937.00	5082.00	6174.00
SENIOR BRIDGE ENGINEER	GL50	3185	A S	4887.00 4891.00	5939.00 5943.00	5082.00 5087.00	6177.00 6181.00
SENIOR CONTROL ENGINEER (SPECIALIST)	HQ42	3652		4887.00	5939.00	5082.00	6177.00
SENIOR ELECTRICAL ENGINEER	HJ30	3600		4887.00	5937.00	5082.00	6174.00
SENIOR ELECTRICAL ENGINEER, CALTRANS (SPECIALIST)	GM30	2177		4887.00	5937.00	5082.00	6174.00
SENIOR ENGINEER, PETROLEUM STRUCTURES (SPECIALIST)	HV81	7929		5956.00	7236.00	6194.00	7525.00
SENIOR ENGINEERING GEOLOGIST	HT40	3751	A S	4887.00 4891.00	5939.00 5943.00	5082.00 5087.00	6177.00 6181.00
SENIOR HAZARDOUS SUBSTANCES ENGINEER	HY03	3725	A B	4438.00 4887.00	5358.00 5939.00	4616.00 5082.00	5572.00 6177.00

11/16/99 PDC0089C

09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
SENIOR HAZARDOUS SUBSTANCES ENGINEERING GEOLOGIST							
	HT71	3729		4887.00	5939.00	5082.00	6177.00
SENIOR HOUSING CONSTRUCTION INSPECTOR, CALIFORNIA HOUSING FINANCE AGENCY							
	IT90	4555		4887.00	5937.00	5082.00	6174.00
SENIOR HYDRAULIC ENGINEER							
	G080	3260		4887.00	5937.00	5082.00	6174.00
SENIOR HYDROELECTRIC POWER UTILITY ENGINEER (SPECIALIST)							
	H049	3674		4887.00	5939.00	5082.00	6177.00
SENIOR MECHANICAL ENGINEER							
	HH70	3579		4887.00	5937.00	5082.00	6174.00
SENIOR MECHANICAL ENGINEER, CALTRANS (SPECIALIST)							
	GM20	2178		4887.00	5937.00	5082.00	6174.00
SENIOR OIL AND GAS ENGINEER (SPECIALIST)							
	HV50	3727		5626.00	6838.00	5851.00	7112.00
SENIOR PETROLEUM AND MINING APPRAISAL ENGINEER							
	HG30	3483		5626.00	6838.00	5851.00	7112.00
SENIOR RAPID TRANSIT COMPUTER CONTROL SYSTEMS SPECIALIST							
	IH26	3922		4887.00	5937.00	5082.00	6174.00
SENIOR REHABILITATION ENGINEERING CONSULTANT							
	HX04	3815		4887.00	5937.00	5082.00	6174.00
SENIOR SAFETY ENGINEER -CONSTRUCTION-							
	IF90	3900		4887.00	5937.00	5082.00	6174.00
SENIOR SAFETY ENGINEER -ELECTRICAL-							
	IF70	3897		4887.00	5937.00	5082.00	6174.00

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09 - PROFESSIONAL ENGINEER

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM
SENIOR SAFETY ENGINEER -INDUSTRIAL-							
SENIOR STRUCTURAL ENGINEER	IG60	3909		4887.00	5937.00	5082.00	6174.00
SENIOR STRUCTURAL ENGINEER -EMERGENCY-	GV50	3336		5119.00	6218.00	5324.00	6467.00
SENIOR TRANSPORTATION ELECTRICAL ENGINEER (SPECIALIST)	GW20	3362		35.87	39.55	37.30	41.13
SENIOR TRANSPORTATION ENGINEER, CALTRANS	GK20	3163		4887.00	5937.00	5082.00	6174.00
SENIOR UTILITIES ENGINEER (SPECIALIST)	GJ70	3161	A S	4887.00 4891.00	5939.00 5943.00	5082.00 5087.00	6177.00 6181.00
SENIOR WASTE MANAGEMENT ENGINEER	HD70	3510		4887.00	5937.00	5082.00	6174.00
SENIOR WATER RESOURCE CONTROL ENGINEER	HY15	3790	A S	4887.00 4891.00	5939.00 5943.00	5082.00 5087.00	6177.00 6181.00
STAFF AIR POLLUTION SPECIALIST	ID10	3844	A S	4887.00 4891.00	5939.00 5943.00	5082.00 5087.00	6177.00 6181.00
STRUCTURAL ENGINEERING ASSOCIATE	IB69	3875		4661.00	5664.00	4847.00	5891.00
TRAINING COORDINATOR, SAN MARCOS TRAINING CENTER	GV80	3345		4457.00	5415.00	4635.00	5632.00
	HC92	3119		4051.00	4921.00	4213.00	5118.00

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09 - PROFESSIONAL ENGINEER

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE	
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
TRANSPORTATION ENGINEER (CIVIL)						
GH59	3135	A	3147.00	3642.00	3273.00	3788.00
		B	3603.00	4375.00	3747.00	4550.00
		C	4051.00	4921.00	4213.00	5118.00
		D	4457.00	5415.00	4635.00	5632.00
TRANSPORTATION ENGINEER, (ELECTRICAL)						
HJ54	3609	A	3147.00	3642.00	3273.00	3788.00
		B	3603.00	4375.00	3747.00	4550.00
		C	4051.00	4921.00	4213.00	5118.00
		D	4457.00	5415.00	4635.00	5632.00
UTILITIES ENGINEER						
HD95	3518	A	3147.00	3642.00	3273.00	3788.00
		B	3603.00	4375.00	3747.00	4550.00
		C	4051.00	4921.00	4213.00	5118.00
		D	4457.00	5415.00	4635.00	5632.00
VEHICLE PROGRAM SPECIALIST, AIR RESOURCES BOARD						
I860	0663		5122.00	6225.00	5327.00	6474.00
WASTE MANAGEMENT ENGINEER						
HY07	3786	A	3147.00	3642.00	3273.00	3788.00
		B	3603.00	4375.00	3747.00	4550.00
WATER RECLAMATION SLUDGE SPECIALIST						
IC95	3778		4887.00	5937.00	5082.00	6174.00
WATER RESOURCE CONTROL ENGINEER						
ID39	3846	A	3147.00	3642.00	3273.00	3788.00
		B	3603.00	4375.00	3747.00	4550.00

APPENDIX B - IRS Agreement

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.

1. DEFINITIONS

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

- A. "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.
- B. "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.
- C. "Employer." The term "employer" shall mean the State of California.
- D. "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.
- E. "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.)
- F. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

2. PICK UP OF EMPLOYEE CONTRIBUTIONS

- A. 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.

B. 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.

C. 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.

D. "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."

3. 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.

4. 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.

5. 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.

APPENDIX C - Miscellaneous Changes To Regulations And Statutes

The parties agreed to changes in regulations and statutes pertaining to the following, subject to the terms specified for each.

1. Administrative Procedures Act (exempt DPA regulations)
2. Alternative Pre-Retirement Death Benefits (improvements)
3. Streamlining Safety Retirement (procedural streamlining)
4. Dental vesting (conform to health vesting)
5. Health benefit vesting (technical statutory clarification)
6. Public Contract Code exemption (DPA contracts)
7. Annual leave (optional program)
8. Domestic Partners (health plan coverage)

APPENDIX D - CLASSIFICATION/PAY PLAN

Unit hereby agrees to support the following changes to Article 5 of the Department of Personnel regulations to the effect if all bargaining units agree to the same.

599.666.2 THE PAY PLAN

As used in this article, terms are defined as follows:

- (a) "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
- (b) "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., $\$2,300 \times 1.05 = \$2,415$). One-step lower is calculated by dividing the rate by 1.05 (e.g., $\$2,415 \div 1.05 = \$2,300$);
- (c) "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- (d) "Range differential" is the difference between the maximum rate of two salary ranges;
- (e) "Substantially the same salary range" is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.
- (f) "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range;
- (g) "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

599.668.1 CORRECTION OF UNDERPAYMENT

The effective date of correction of any salary rate to which an employee is entitled under Sections 599.676, 599.676.1, 599.679, 599.679.1, 599.681, 599.681.1, 599.683, 599.683.1, 599.685, 599.685.1, 599.688, 599.688.1, 599.689, or 599.689.1 shall be as of the time earned except that it shall not be prior to three years from the date the corrective action was initiated.

599.673.1 ENTRANCE RATE

(a) The minimum limit in the salary range for each class is the entrance rate except as otherwise provided in the act or in these rules. The appointing power may authorize a higher entrance rate upon finding that the higher rate is required because of labor market conditions or to hire a person with extraordinary qualifications. The appointing power shall document the reasons for the higher entrance rate, as specified by the Department of Personnel Administration.

(b) When there is more than one salary range for a class, the Department of Personnel Administration shall provide criteria to determine:

- (1) The range to which a position shall be assigned or the range which an employee shall receive,
- (2) Which rate in the range shall be received upon movement between ranges in the class, and
- (3) The conditions under which movement may be made from one range to another.

599.674.1 RATE ON MOVEMENT BETWEEN CLASSES WITH SUBSTANTIALLY THE SAME SALARY RANGE

Such movement may be in the same or to another department and by transfer, appointment from an employment list, temporary appointment, or reinstatement other than mandatory.

Except as provided in Section 599.690 for trade rate classes the salary rate payable to a permanent or probationary employee upon movement without a break in service between classes with substantially the same salary range shall be established as follows:

- (a) When moving to a class with the same salary range or a range not to exceed one-step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed the total of the range differential between the maximum salary rates.
- (b) When moving, other than from a promotional employment list, to a class with a salary range more than one-step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed one-step above the rate last received. When moving to this class by an appointment from a promotional employment list, the employee shall be entitled to the rate in the salary range one-step above the rate last received.

If the employee receives an increase, a new salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683.1, and 599.685.1; otherwise the salary adjustment anniversary date is retained.

599.675.1 RATE ON MOVEMENT TO CLASS WITH LOWER SALARY RANGE

Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140. The provisions of this section do not apply to demotion in lieu of layoff or demotion under Section 19253.5 after medical examination.

a. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who without a break in service moves to a class with a lower salary range may receive any rate in the salary range provided it does not exceed the rate the employee last received. The employee's salary adjustment anniversary date shall be as provided under Sections 599.682, 599.682.1, 599.683, 599.683.1, 599.685, and 599.685.1 unless the appointing power and employee agree designate a different date.

b. Upon appointment to a deep class and to prevent a loss of salary because of ineligibility for appointment to a higher alternate salary range, the employee may receive a plus adjustment in addition to his/her base salary rate to equal the rate the employee last received. If a salary range change occurs before the employee progresses to the higher alternate range, the employee shall be eligible for any related salary adjustments, as they may be specified by the Department of Personnel Administration under Section 599.688.1 or 599.689.1. Upon movement to the higher alternate salary range, the employee may move to the salary rate within the salary range that equals the combined rate of their base salary and the plus adjustment unless the provision of Section 599.681.1 provides a greater benefit.

599.676.1 RATE ON MOVEMENT TO CLASS WITH HIGHER SALARY RANGE

Such movement may be in the same or to another department and by appointment from an employment list, by temporary appointment, or by reinstatement.

Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who, without a break in service, moves to another class with a higher salary range shall be entitled to the rate in the salary range one-step above the rate last received. If the movement is between two classes, one of which has an established rate of compensation other than a monthly rate, and the increase resulting from such adjustment amounts to less than one step in the salary range for a higher class, the employee shall be entitled to the next higher rate in the salary range which provides a one-step increase.

A new salary adjustment anniversary date is established subject to the provisions of Sections 599.682.1, 599.683.1, and 599.685.1.

599.677.1 RATE ON REAPPOINTMENT OR REINSTATEMENT

Upon the determination of the appointing power that it is in the best interest of the State, an employee who is reappointed or reinstated, is provided the following:

(a) Unless otherwise provided under 2. the employee shall receive the following:

- (1) As applicable, the employee shall receive the salary rate entitled to under Government Code Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6.
- (2) Following a temporary separation, the employee shall receive the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.
- (3) In cases not covered (1) or (2), the employee may receive any rate in the salary range not to exceed the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.

The appointing power may authorize a higher salary rate than allowed in (a) because of labor market conditions, recognition of prior service or extraordinary qualifications. The appointing power shall document the reasons for the higher salary rate, as specified by the Department of Personnel Administration.

The salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683, 599.683.1, 599.685, 599.685.1, 599.687, and 599.687.1.

The Department of Personnel Administration may establish guides to be used in the application of this rule.

599.678 RATE ON REAPPOINTMENT OR REINSTATEMENT AFTER TEMPORARY SEPARATION

Reentry into State service may be in the same or another department and by appointment from a reemployment employment list or reinstatement.

A person who is reappointed or reinstated within the period of reinstatement or reemployment list eligibility after temporary separation shall, if not entitled to a higher rate under Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6 of the act, receive a salary rate as follows:

- (a) To the same class, the salary rate received at the time of separation adjusted for the salary range changes for the class since the separation.
- (b) To another class with substantially the same salary range as the class from which separated, the salary rate may either the same salary rate the employee would receive if appointed to such former class or the rate in salary range which does not exceed the total number of range differentials above or below the rate the employee would receive if appointed to such former class.

(c) To a different class which has a lower salary range than the class from which separated, a salary rate not to exceed the salary rate last received in the class from which separated, adjusted for the salary range changes of the latter class since separation.

(d) This Department of Personnel Administration Regulation does not apply to State employees in State Bargaining Units.

599.679.1 RETENTION OF SALARY ABOVE THE MAXIMUM UPON MOVEMENT BETWEEN CLASSES

(a) Upon movement without a break in service to a class with a higher salary range, an employee receiving salary above the maximum shall be entitled to a promotional adjustment as provided by these regulations unless such rate exceeds the maximum of the new class. In this event, the employee shall be entitled to the same rate as was received in the class the employee left until such time as the maximum of the new class equals or exceeds this rate.

(b) Upon movement without a break in service to a class with a salary range that is two steps or more lower, an employee shall be entitled to the same dollar differential above the step to which entitled in the lower class as received in the higher class, until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140.

(c) Upon movement without a break in service to a class with substantially the same salary range not covered by (a) or (b), an employee shall be entitled to the same rate received in the class left until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and by transfer and may be by appointment from an employment list, temporary appointment, voluntary demotion, or reinstatement under Government Code Section 19140.

599.681.1 MOVEMENT BETWEEN ALTERNATE RANGES

Unless otherwise authorized by alternate range criteria, when an employee qualifies under established criteria and moves from one alternate salary range to another alternate salary range of a class, the following shall apply.

(a) Upon meeting deep class criteria, the employee shall receive the rate in the new salary range one-step above the rate last received. A new salary anniversary date shall be established subject to Sections 599.682.1, 599.683.1, and 599.585.1.

(b) In instances not covered by (a) or specific alternate range criteria, the employee shall receive an increase or a decrease equivalent to the total of the dollar difference between the maximum salary rates of the alternate salary ranges. The employee's salary adjustment anniversary date is retained.

599.682.1 QUALIFYING SERVICE FOR MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

Except as provided in Section 599.675.1, 599.687, or 599.687.1 one month of qualifying service for merit and special in-grade salary adjustments shall be counted for each monthly pay period which meets the conditions of Section 599.675.1 or 599.608 and has been:

- (a) In the State civil service or in an exempt appointment or office as provided in Government Code Section 19141, and
- (b) In the same class or in another class except for classes with a salary range that are two steps or more lower; and
- (c) Under any of the following types of appointments:
 - (1) A permanent appointment
 - (2) A Career Executive Assignment appointment.
 - (3) A temporary, emergency, or limited-term appointment preceding a mandatory reinstatement.
 - (4) At the discretion of the appointing authority, credit may also be given for: a temporary appointment in a seasonal class; or, a temporary, emergency or limited-term appointment not covered by (3) above.

599.683.1 MERIT SALARY ADJUSTMENT

If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is not paid at the maximum step of the salary range shall receive a merit salary adjustment equivalent to 5 percent in the salary range provided that rate does not exceed the maximum salary rate effective on the first of the monthly pay period next following completion of:

- (a) Twelve months of qualifying service after:
 - (1) Appointment; or
 - (2) Last merit salary adjustment ; or
 - (3) Last special in-trade salary adjustment; or
 - (4) Movement between classes which resulted in a salary increase of five percent or more; or
- (b) When movement between classes results in a salary increase of less than 5 percent, the Department of Personnel Administration shall provide that the number of months of qualifying service be proportionately reduced from 12 to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received with a 5 percent increase.
- (c) This section shall not apply to Bargaining Unit 08

599.684.1 APPEAL FROM MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT ACTION

When an employee has not met the standards of efficiency required for the position, the supervisor shall so certify in the manner prescribed by the Director of the Department of Personnel Administration or the Department of Personnel Administration and shall recommend that the merit or special in-grade salary adjustment not be granted. In such cases, the adjustment shall not normally be considered again in less than three months. An employee whose merit or special in-grade salary adjustment will not be recommended by the supervisor shall be informed of the reasons for such action before the certification is made by the supervisor. The employees shall be informed in writing of denial prior to the effective date of the merit or special in-grade salary adjustment. Within 10 days after the employee is informed that the merit or special in-grade salary adjustment will not be recommended, the employee may file a written request with the appointing power for reconsideration under the agency's Grievance Procedure. The employee may appeal to the Department of Personnel Administration within 15 days after having exhausted the departmental remedy as herein specified. In such appeal the determination of the appointing power to withhold a merit or special in-grade salary adjustment shall be sustained if supported by substantial evidence.

599.685.1 SPECIAL IN-GRADE SALARY ADJUSTMENT

If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is paid at the minimum step of the salary range in a class designated by the Department of Personnel Administration may receive a special in-grade salary adjustment to the second step of the salary range effective on the first of the monthly pay period next following completion of:

- (a) Six months of qualifying service after the appointment; or
- (b) As otherwise may be provided by the Department of Personnel Administration. When movement between classes to the minimum step results in a salary increase of less than one step, the Department of Personnel Administration shall provide that the months of qualifying service be proportionately reduced from 6 to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received upon appointment to the minimum step with a 5 percent increase.

599.687.1 EFFECTS OF BREAKS IN STATE SERVICE ON MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

- (a) Periods of absence from State service resulting from a permanent separation shall not be counted as qualifying service for merit salary adjustments and special in-grade salary adjustments.

(b) Any monthly pay period in which an employee has been absent as a result of a temporary separation of 11 working days or less, may be disqualified for merit salary adjustment or special in-grade salary adjustment if the supervisor certifies that the absence had affected the employee's ability to meet the standard of efficiency required for the position during the month.

(c) Periods of absence from State service for the following reasons shall be counted as qualifying service for merit and special in-grade salary adjustments:

1. Military leave and periods of rehabilitation provided by Section 19780 of the Government Code.
2. Time during which the employee is receiving temporary disability for injury or disease as provided in Section 19991.4 of the Government Code.
3. Time during which the employee is receiving paid educational leave as provided in Section 19991.7 of the Government Code.

(d) Month pay periods of qualifying service which immediately precede and follow a return from a temporary separation from service shall be added together for merit and special in-grade salary adjustments. At the discretion of the appointing authority monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service may be added together for merit salary adjustment only.

599.688.1 EFFECT OF REALLOCATION OF POSITIONS.

When the State Personnel Board divides a class into two or more separate classes, or consolidates two or more classes into single class and grants status to incumbents, the Department of Personnel Administration shall negotiate salary eligibility with the employee organization(s) which represent the affected employee. Incumbent employees shall not receive reduction in salary as result of the classification separation or consolidation.

599.689.1 EFFECT OF SALARY RANGE CHANGES

Unless otherwise provided by the Department of Personnel Administration, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date the range change was made effective shall be adjusted by the total of the range differentials between the maximum salary rates and shall retain the same salary adjustment anniversary date. When range changes are made effective retroactively, incumbents in the class between the effective date of the range change and the date of Department of Personnel Administration action, inclusive, shall also receive the same adjustment.

When salary range changes become effective the same date as an employee's salary adjustment anniversary date, the employee shall first receive any salary adjustment to which entitled and then receive the range differential adjustment.

When salary range changes become effective the same date as an employee's promotion, the salary adjustments shall be made in such order that the employee shall gain the maximum benefit from the adjustments.

599.795.1 PERFORMANCE APPRAISAL OF PROBATIONERS

A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. A written appraisal of performance shall be made by the employee's appointing power or designee within 10 days after the end of each one-third portion of the probationary period. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports. The foregoing provisions shall be construed as directory.

APPENDIX E - Improved Age Benefit Factors For Safety Members

A. The parties agree that legislation implementing this agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this section will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of the CalPERS' assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments result in an increased employer contribution by the State.

B. The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for safety members. The age benefit factor at age 55 for Unit 9 employees will be 2.5% of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a safety member prior to and after that date.

C. PEGC agrees that the rate of contribution for safety members who are subject to the new 2.5% at age 55 formula shall be no greater than 8% of monthly compensation in excess of \$238, effective on and after July 1, 2001.

D. The parties agree that notwithstanding the June 30, 2001 expiration date for the Unit 9 collective bargaining agreement, this addendum shall remain in full force and effect through and including July 2, 2001.

SIDE LETTER #1 - Associate Transportation Engineers (Caltrans)

DPA 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 - Engineer, Water Resources (Deep Class)

A. The Department of Personnel Administration and the Department of Water Resources agree to develop a new Engineer, Water Resources deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classifications of Engineer, Water Resources, Range A and B and Associate Engineer, Water Resources to be used by the Department of Water Resources.

B. A draft classification proposal shall be expeditiously prepared by the Department of Water Resources (DWR) and submitted to the Department of Personnel Administration (hereinafter "DPA"). Said proposal shall be consistent with the following. DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and DWR, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The alternate range criteria governing employee movement between ranges shall generally be as specified in the attached Alternate Range Criteria 289, as revised 4/21/92. PEGC recognizes, however, that there may be other criteria in other patterns. Normal classification requirements shall be part of the proposal and ranges.

E. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3026 to \$ 3502

Range B \$ 3464 to \$ 4207

Range C \$ 3718 to \$ 4516

Range D \$ 4082 to \$ 4959

F. This agreement shall not be part of the Unit 9 collective bargaining agreement.

G. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

H. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".

Alternate Range Criteria 2898 Attached To Side Letter #2

Established 6/13/89

Revised 4/21/92

Range A. This range shall apply to persons who do not meet the criteria for Range B or Range C or Range D.

Range B. This range shall apply to persons who have either:

1. In State service, satisfactorily completed one year of experience performing duties equivalent to a Transportation Engineer (Civil), Range A; or
2. Two years of professional civil engineering experience outside State service; and

A bachelor's degree in a civil engineering curriculum accredited by the Accreditation Board of Engineering Technology. (Possession of a valid certificate as an Engineer-in-Training issued by the California State Board of Registration for Professional Engineers and Land Surveyors or issued by another jurisdiction and accepted by the California Board in lieu of the first division of the registration examination as a professional engineer may be substituted for the required education.) or

3. Four years of professional civil engineering experience outside State service; and

A bachelor's or graduate degree in a civil engineering curriculum which is not accredited by the Accreditation Board of Engineering Technology; or

4. A master's or doctorate degree in a civil engineering curriculum from a college or university that has a baccalaureate degree program in a civil engineering curriculum which is accredited by the Accreditation Board of Engineering Technology.

Range C. This range shall apply to persons who have either:

1. In State service, satisfactorily completed two years of experience performing duties equivalent to a Transportation Engineer (Civil), Range B; or
2. Three years of professional civil engineering experience outside of State service; and

A bachelor's degree in a civil engineering curriculum accredited by the Accreditation Board of Engineering Technology. (Possession of a valid certificate as an Engineer-in-Training issued by the California State Board of Registration for Professional Engineers and Land Surveyors or issued by another jurisdiction and accepted by the California Board in lieu of the first division of the registration examination as a professional engineer may be substituted for the required education.) or

3. Five years of professional civil engineering experience outside State service; and A bachelor's or graduate degree in a civil engineering curriculum which is not accredited by the Accreditation Board of Engineering Technology; or

4. Two years of professional civil engineering experience; and A master's or doctorate degree in a civil engineering curriculum from a college or university that has a baccalaureate degree program in a civil engineering curriculum which is accredited by the Accreditation Board of Engineering Technology.

Range D. This range shall apply to persons who:

Possess a valid certificate of registration as a civil engineer issued by the California State Board of Registration for Professional Engineers and Land Surveyors.

NOTE: "Professional civil engineering experience" for the purpose of Alternate Range Criteria 289 is defined as actual work experience gained after graduation from a four-year college or university with a degree in a civil engineering curriculum or actual work experience gained after possession of a valid certificate as an Engineer-in-Training issued by the California State Board of Registration for Professional Engineers and Land Surveyors or issued by another jurisdiction and accepted by the California Board in lieu of the first division of the registration examination as a professional engineer.

Upon meeting the criteria for the higher alternate range, an employee upon approval of the appointing power may move to the higher alternate range. Salary movement from Range A to B is based on DPA Rule 599.676. Salary movement from Range B to C is based on DPA Rule 599.674(b). Salary movement from Ranges C to D is based on DPA Rule 599.674(b) and salary movement from Ranges A and B to D is based on DPA Rule 599.676.

SIDE LETTER #3 - Water Resources Control Engineer (Deep Class)

A. The Department of Personnel Administration and the State Water Resources Control Board agree to develop a new Water Resources Control Engineer deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classifications of Water Resources Control Engineer, Ranges A and B and Associate Water Resources Control Engineer for use by the State and Regional Water Resources Control Board.

B. A draft classification proposal shall be prepared by the State Water Resources Control Board (SWRCB) and submitted to the Department of Personnel Administration (hereinafter "DPA") by March 10, 2000. Said proposal shall be consistent with the following. DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and SWRCB, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The alternate range criteria will be based on the appropriate education levels and professional engineering experience for the movement of existing employees between the current ranges and classes. PECG recognizes, however, that other criteria may be included to meet the needs of the SWRCB programs.

E. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3026 to \$ 3502

Range B \$ 3464 to \$ 4207

Range C \$ 3895 to \$ 4732

Range D \$ 4082 to \$ 4959

F. This agreement shall not be part of the Unit 9 collective bargaining agreement.

G. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

H. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".

I. The terms of this side letter are contingent upon resolving Sanitary Engineer eligibility for appointment into the new deep class to the satisfaction of the State Water Resources Control Board.

SIDE LETTER #4 - Energy and Mineral Resources Engineer (Deep Class)

A. The Department of Personnel Administration and the Department of Conservation (hereinafter DOC) agree to develop a new Energy and Mineral Resources Engineer deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classifications of Energy and Mineral Resources Engineer, Range A and Range B, with a new Range C which shall be used by the DOC.

B. A draft classification proposal shall be expeditiously prepared by DOC and submitted to the Department of Personnel Administration (hereinafter "DPA"). Said proposal shall be consistent with the following. DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and DOC, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The alternate range criteria governing employee movement between ranges shall generally be as follows. PEGC recognizes, however, that there may be other criteria in other patterns and that normal classification requirements shall be part of the proposal submitted to the State Personnel Board.

Range A to Range B - One year

Range B to Range C - Two years

E. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3,105 to \$ 3,594

Range B \$ 3,627 to \$ 4,407

Range C \$ 3,808 to \$ 4,627

F. This agreement shall not be part of the Unit 9 collective bargaining agreement.

G. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

H. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".

SIDE LETTER #5 – Energy Commission, Mechanical Engineer (Deep Class)

A. The Department of Personnel Administration and the California Energy Commission (hereinafter CEC) agree to develop a new Mechanical Engineer deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classifications of Mechanical Engineer, Range A and B, and Associate Mechanical Engineer to be used by the CEC.

B. A draft classification proposal shall be expeditiously prepared by CEC and submitted to the Department of Personnel Administration (hereinafter "DPA") by December 31, 1999. Said proposal shall be consistent with the following. DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and CEC, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The alternate range criteria governing employee movement between ranges shall generally be as follows. PEGC recognizes, however, that there may be other criteria in other patterns and that normal classification requirements shall be part of the proposal submitted to the State Personnel Board.

Range A to Range B - One year of Range A (Comparable to AR 398)

Range B to Range C - Two years of Range B (Comparable to AR 398)

Range C to Range D - Registered Engineer (Comparable to AR 398)

E. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3,026 to \$ 3,502

Range B \$ 3,464 to \$ 4,207

Range C \$ 3,718 to \$ 4,516

Range D \$ 4,082 to \$ 4,959

F. This agreement shall not be part of the Unit 9 collective bargaining agreement.

G. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

H. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".

SIDE LETTER #6 – Waste Management Engineer (Deep Class)

A. The Department of Personnel Administration and the Integrated Waste Management Board agree to develop a new Waste Management Engineer deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classifications of Waste Management Engineer, Ranges A and B and Associate Waste Management Engineer for use by the Integrated Waste Management Board.

B. A draft classification proposal shall be expeditiously prepared by Integrated Waste Management Board (IWMB) and IWMB shall make every effort to submit the proposal to the Department of Personnel Administration (hereinafter "DPA") by December 31, 1999. The alternate range criteria will be determined at the time the classification proposal is developed. DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3,026 to \$ 3,502

Range B \$ 3,464 to \$ 4,207

Range C \$ 3,718 to \$ 4,516

Range D # 4,082 to \$ 4,959

E. This agreement shall not be part of the Unit 9 collective bargaining agreement.

F. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

G. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".

SIDE LETTER #7 – Hazardous Substance Engineer (Deep Class)

A. The Department of Personnel Administration and the Department of Toxic Substances Control (hereinafter DTSC) agree to develop a new Hazardous Substances Engineer deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classification of Hazardous Substances Engineer, Range A, Range B, and Range C, and shall be used by the DTSC.

B. A draft classification proposal shall be expeditiously prepared by DTSC and submitted to the Department of Personnel Administration (hereinafter "DPA"). Said proposal shall be consistent with the following. DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and DTSC, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The alternate range criteria governing employee movement between ranges shall generally be as follows. PEGC recognizes, however, that there may be other criteria in other patterns and that normal classification requirements shall be part of the proposal submitted to the State Personnel Board.

1. Range A to Range B - This range shall apply to incumbents who have satisfactorily competed: (1) One year in the California state service performing the duties of Hazardous Substances Engineer, Range A; or (2) Two years of professional engineering experience, one year of which must be in hazardous substances management or process control engineering. (Professional experience is defined as experience

equivalent to Hazardous Substances Engineer, Range A, gained after meeting the Minimum Qualifications for entry into the Hazardous Substances Engineer class.)

2. Range B to Range C - This Range shall apply to incumbents who have satisfactorily competed: (1) Two years in the California state service performing the duties of Hazardous Substances Engineer, Range B; or (2) Four years of professional engineering experience, two years of which must be in hazardous substances management or process control engineering. (Professional experience is defined as experience equivalent to Hazardous Substances Engineer, Range B, gained after meeting the Minimum Qualifications for entry into the Hazardous Substances Engineer class.)

3. Range C to Range D - This range shall apply to incumbents who possess a valid certificate of registration as a professional engineer issued by the California State Board of Registration for Professional Engineers.

When the requirements for movement to Ranges B, C, or D, are satisfied and upon recommendation of the appointing power, the employee shall receive the rate in Ranges B, or C, or D, under provisions of DPA Rule 599.676.

E. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3,026 to \$ 3,502

Range B \$ 3,464 to \$ 4,207

Range C \$ 3,718 to \$ 4,516

Range D \$ 4,082 to \$ 4,959

F. This agreement shall not be part of the Unit 9 collective bargaining agreement.

G. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

H. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".

SIDE LETTER #8 – Caltrans Transportation Land Surveyor (Deep Class)

A. The Department of Personnel Administration and the Department of Transportation (hereinafter Caltrans) agree to develop a new Transportation Surveyor deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classifications of Assistant Land Surveyor, Range A and B and Associate Land Surveyor, and shall be used by Caltrans.

B. A draft classification proposal shall be expeditiously prepared by Caltrans and submitted to the Department of Personnel Administration (hereinafter "DPA"). Said proposal shall be consistent with the following. DPA will review said

proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and Caltrans, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board, and the parties agree that it shall be placed on the consent calendar.

C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.

D. The alternate range criteria governing employee movement between ranges shall generally be as follows. PEGC recognizes, however, that there may be other criteria in other patterns and that normal classification requirements shall be part of the proposal submitted to the State Personnel Board. The deep class referenced herein will modify the existing Assistant Land Surveyor, Range A and B with Transportation Surveyor, Range A and B. The existing Minimum Qualifications for the Assistant Land Surveyor will apply to Transportation Surveyor, Range A. The existing Alternate Range criteria for movement to Assistant Land Surveyor, Range B will apply to Transportation Surveyor, Range B.

E. A new Range C will be implemented. The Alternate Range Criteria for Range C will be:

1. Completion of two years of experience at Range B; or
2. Completion of one year of experience at Range B, and satisfactory completion of the proposed Transportation Surveyor Academy.

OR

3. Three years professional land surveying experience outside state service; and A bachelor's degree in land surveying curriculum accredited by ABET. (Possession of a valid certificate as a Land Surveyor in Training issued by the California State Board of Registration for Professional Engineers and Land Surveyors or issued by another jurisdiction, and accepted by the California Board may be substituted for the required education.); or
4. Five years of professional land surveying experience outside State service; and a bachelor's Or graduate degree in a land surveying curriculum which is not accredited by the ABET; or
5. Two years of professional land surveying experience outside of State service; and a Master's or Doctorate degree in a land surveying curriculum which is accredited by ABET.
6. The Range C will incorporate those Range B employees who meet the alternate range criteria at the time of implementation.
7. The Range D will incorporate incumbents in the existing classes of Land Surveyor, Caltrans, Associate Land Surveyor and/or persons at the Assistant Land Surveyor, Range A and B or Transportation Engineer, Range A through C who meet the following Alternate Range Criteria:

- Possession of a valid California Land Surveyors License. (A Certificate of Registration as a Civil Engineer issued by the California State Board of Registration for Professional Engineers and Land Surveyors prior to January 1, 1982, satisfies this requirement.)

F. The classification specifications proposed to the State Personnel Board shall provide that incumbents in the Transportation Surveyor, Range C and D may be assigned to perform lead person duties.

G. The salary range for the new classification series shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A \$ 3026 to \$ 3502

Range B \$ 3464 to \$ 4207

Range C \$ 3718 to \$ 4516

Range D \$ 4082 to \$ 4959

H. This agreement shall not be part of the Unit 9 collective bargaining agreement.

I. Nothing in this side letter shall be subject to the grievance and arbitration provisions contained in the Unit 9 collective bargaining agreement.

J. Transportation Surveyors who are designated as lead persons in writing by Caltrans shall receive a differential of \$253.00 per month. Employees who are assigned as lead person and receive the differential waive the right to seek out-of-class based on, or as consideration for, lead person duties. 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.

K. Incumbents in the Transportation Surveyor classification shall be designated rank-and-file.

L. PEGC agrees that creation of the Transportation Surveyor classification and associated changes in compensation for Unit 9 employees (e.g., Range c and lead differential) are contingent only on SPB adoption of the Transportation Surveyor and Party Chief.

M. PEGC agrees that Unfair Practice Charges SA-Ce-1183-S and SA-UM-652-S shall be dismissed with prejudice upon ratification of the Unit 9 agreement by PEGC and the Legislature.

N. Nothing in this agreement shall be construed as negotiable under the Ralph C. Dills Act, except salaries as otherwise provided in Article 6, section 6.2, "Classification Changes".