DRAFT

AGREEMENT
between
STATE OF CALIFORNIA
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
(IUOE)
covering

BARGAINING UNIT 13
STATIONARY ENGINEER

Effective
07/01/02 through **07/02/03**

INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)

BARGAINING UNIT 13

STATIONARY ENGINEER

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PREAMBLE

This AGREEMENT, hereafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to Sections 19815 and 3517 of the Government Code and the INTERNATIONAL UNION OF OPERATING ENGINEERS, Stationary Engineers Division, State of California, Locals 39 and 501, AFL-CIO, hereafter referred to as IUOE, has as its purpose the promotion of harmonious labor relations between the State and IUOE; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms/conditions of employment.

The term "Agreement" as used herein means the written Agreement provided under Section 3517.5 of the Government Code.

ARTICLE 1 – RECOGNITION

A. Pursuant to the Public Employment Relations Board certification S-SR-13, the State recognizes IUOE as the exclusive negotiating agent for all employees in Bargaining Unit 13, Stationary Engineers Unit.

B. Pursuant to Government Code sections 19815 and 3517, IUOE recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically provided for herein.

ARTICLE 2 – UNION RIGHTS

2.1 Dues Deduction and Security

A. It is the intent of this Section to provide for payroll deductions of IUOE members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to IUOE all authorized deductions from all IUOE members within Unit 13 who have signed an approved authorization card for such deductions on a form provided by IUOE less actual administrative costs incurred by the State Controller.

1. The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not then relieve an employee from the Agency Shop provisions of this Agreement.

2. The amount of dues deducted from IUOE members' pay warrants shall be set by IUOE and changed by the State upon written request of IUOE.

3. IUOE agrees to indemnify, defend, and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check-off for IOUE dues.

2.2 Agency Shop

A. Since IUOE has certified it has an IUOE membership of at least fifty percent (50%) of the total number of full-time employees in Unit 13, IUOE is allowed to collect a "Fair Share" fee from non-IUOE members who are employees in Bargaining Unit 13. Membership in IUOE or payment of the IUOE Fair Share fee is not a condition of State employment.

B. Effective with the beginning of the first pay period following ratification of this Agreement by the Legislature and the Union the State employer agrees to deduct and transmit to IUOE all deductions authorized on a form provided by IUOE and, pursuant to Government Code Section 3515.7, to deduct and transmit to IUOE all Fair Share fees from State employees in Unit 13 who do not elect to become members of IUOE. Such authorized dues deductions and Fair Share fees shall be remitted monthly to IUOE along with an adequate itemized record of deductions. IUOE shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of Fair Share fees and IUOE agrees to indemnify, defend, and hold the State employer harmless for any such action.

C. Any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement, with a copy to the State Controller. Employees who withdraw from IUOE shall be subject to paying an IUOE Fair Share fee as provided above.

D. The amount of membership dues and Fair Share fees shall be set by IUOE and changed by the State upon written notice from IUOE. IUOE agrees to notice all affected employees any time there is a change in membership dues or Fair Share fees.

E. Under no circumstances is membership in IUOE or payment of IUOE Fair Share fees a condition of State employment for employees covered by this Agreement.

F. Pursuant to Government Code section 3515.7(c), any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support IUOE. That employee, in lieu of a membership fee or a Fair Share fee deduction, shall instruct the State employer, via means prescribed by the State Controller, to deduct and pay sums equal to the Fair Share fee to a non-religious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

G. If an employee who holds conscientious objections pursuant to this Item requests individual representation in a grievance, arbitration, or administrative hearing from IUOE, IUOE may charge the employee for the reasonable costs of such representation.

H. An employee who pays a Fair Share fee shall be entitled to fair and impartial representation by IUOE. A breach of this duty shall be deemed to have occurred if IUOE's conduct in representation is arbitrary, discriminatory, or in bad faith.

I. IUOE agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 13, within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of IUOE. In the event of failure to comply with this section, any employee in Unit 13 or the State employer may petition the PERB for an order compelling compliance.

J. IUOE agrees to notify any State employee who pays a Fair Share fee of his/her right to demand and receive from IUOE a return of any part of that fee paid by him/her which represents the employee's traditional pro rata share of expenditures by IUOE that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of IUOE.

K. A Fair Share form of organizational security enacted pursuant to this Article may be rescinded by a majority of employees in Unit 13, provided that: (a) a request for such a vote is supported by a petition containing the signature of at least thirty percent (30%) of the permanent full-time employees in the unit; (b) the vote is by secret ballot; (c) the vote may be taken at any time during the term of this Agreement. If the PERB determines that the appropriate number of signatures has been collected, it shall conduct the vote in a manner which it shall prescribe.

L. No provision in this Article shall be subject to the grievance and arbitration procedure contained in this Agreement.

2.3 Access

A. During the term of this Agreement, paid staff representatives of IUOE may visit the work site for purposes related to the implementation and enforcement of this Agreement. Access shall be at the discretion of the department head or designee and cannot interfere with the work of the employees. The paid staff representatives may be required to notify the department head or designee at least twenty-four (24) hours in advance of the visit. Access shall not be unreasonably withheld.

B. The department head may restrict access to certain work sites or areas for reasons of safety, privacy, public order or other business-related reasons.

2.4 Use of State Facilities

The State will continue to permit use of certain facilities for IUOE meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required, IUOE shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of IUOE's use of such State facilities.

2.5 Use of State Equipment

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

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

2.6 Home Addresses

A. Release of Home Addresses – Generally

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

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

B. Home Address Withholding By Employees

Effective one-month following ratification of this Agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 13 employees with the option of having their home address withheld from IUOE. Instead, employees will, upon request, be given a separate form by their appointing power that permits two choices in accordance with the State's position in "A" above: (1) withhold their address from IUOE, or (2) to cancel a previous withhold request thereby permitting release of their home address to IUOE.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Agreement by both parties, the State will send a letter to all existing Unit 13 employees that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to IUOE. Home address withhold requests from employees who do not respond to the letter will continue to be honored by the parties.

D. Release and Use of Addresses

The State Controllers Office will send IUOE a list of all Unit 13 employees who, pursuant to subsection (C) above, either did not respond or responded by indicating they wanted to continue withholding their home address from IUOE. Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings By The State

The State will annually mail *Hudson* notices and union information to the home address of employees who have requested their home address be withheld from IUOE. Said material shall be provided by IUOE. The cost of this mailing shall be paid for by IUOE. IUOE agrees to hold the State harmless for any annual mail that does not reach Unit 13 employees.

F. Address Confidentiality

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

G. Costs Reimbursable

IUOE 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.

H. Hold Harmless and Indemnification

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

2.7 Bulletin Boards

A. IUOE may have access to employee organization bulletin boards to post materials related to Union business. Any materials posted must be dated and initialed by the Union representative responsible for the posting, and a copy of all materials posted must be distributed to the facility supervisor at the time of posting.

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

2.8 Distribution of Literature

A. Duly appointed job stewards may, before working hours or during the meal break, distribute official employee organization literature in accordance with department access policy. Organizational literature shall not be libelous, obscene, or defamatory.

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

2.9 Stewards' Rights

A. The State recognizes and agrees to deal with designated stewards of IUOE on all matters relating to grievances.

B. A written list of IUOE stewards serving each work location, listed by department, shall be furnished to the State immediately after their designation, and IUOE shall notify the State promptly of any changes of such officers or stewards. IUOE stewards shall not be recognized by the State until such lists or changes thereto are received. There shall be no more than one IUOE steward per work location.

C. Upon request of an aggrieved employee, an IUOE steward may investigate the grievance, provided it is in his/her regular work location, and assist in its presentation. The steward shall be allowed reasonable time for the purpose of representing employees in Unit 13 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor.

2.10 Joint Apprenticeship Committee

A. The State and the Union support the establishment and operation of apprenticeship programs where deemed appropriate within State Unit 13.

B. IUOE and the State agree that any apprenticeship program that is established for State employees within any Agency, Department or Subdivision of the State that would produce, upon successful completion of such a program, placement in a position or title that is assigned within the exclusive representation unit determined by PERB for Unit 13, shall be administered in accordance with the following provisions:

1. The classification of positions and the selection process shall be governed and administered by the Department of Personnel Administration and the State Personnel Board.

2. The State retains the right to hire, evaluate and discipline any employee participating in an apprenticeship program, taking under consideration the recommendations of the Joint Apprenticeship Committee.

3. The Apprenticeship program shall operate under the Joint Committee concept. This means that the Committee shall contain an equal number of representatives selected by IUOE, and an equal number selected by the State employer.

4. The Joint Apprenticeship Committee shall oversee all training programs for the classes included in the Committee's program.

5. The Joint Apprenticeship Committee shall meet no less than once every three months.

6. IUOE representatives who have been selected as Joint Apprenticeship Committee members on the statewide committee or on any subcommittee established by the statewide committee shall serve with no loss of compensation when officially participating in committee meetings, other committee assigned activities, and travel to and from such meetings and activities.

7. The State or IUOE reserves the right to cancel an apprenticeship program when such action is deemed to be in the best interest of the State or the Union. However, subject to the need to layoff or discipline, any apprentice currently in the program shall be allowed to complete a program. The State employer agrees to give IUOE thirty (30) days notice before cancelling an apprenticeship program.

8. A current State employee presently enrolled in a State sponsored Stationary Engineer Apprenticeship Program who successfully completes that program will be certified by IUOE.

2.11 Joint Labor/Management Productivity Committee

The State and the Union agree to the establishment of a Joint Labor/Management Productivity Committee to discuss issues of concerns to both parties. The Committee shall be administered under the following provisions:

1. The Committee shall be advisory in nature and provide recommendations to the employer.

2. The Committee shall be composed of up to four Management Representatives and up to four Labor Representatives. In addition, each party may select up to two alternates. The Management Representatives shall be selected by the employer and the Labor Representatives shall be selected by the Union. Additional representatives (Management or Labor) may be added on an ad hoc basis by mutual Agreement contingent on the needs of the Committee.

3. Employee Union Representatives shall serve without loss of compensation.

4. The Committee shall determine meeting schedules, meeting sites, and agendas.

5. The Committee's function is to consider issues of statewide unit impact including, but not limited to, training, health and safety, or payroll processing.

2.12 Release Time for State Personnel Board Hearings

The State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employees' normal work hours provided that the employee is a party to the hearing proceedings, e.g., an appellant, or witness under SPB subpoena. Upon five (5) working days advance notice, an employee who is specifically affected by the results of a hearing and has been scheduled to appear or testify by the State Personnel Board shall be provided reasonable time off without loss of compensation.

2.13 Traffic Congestion Relief Bonus – Department of Transportation

The State and the Union agree to meet and explore the feasibility of establishing a Traffic Congestion Relief Bonus Program in the Department of Transportation. If a feasible program is agreed upon, the program will be implemented on January 1, 2002 or on a date agreed to by the Department of Transportation and IUOE, provided the program is approved by DPA and the Department of Finance.

ARTICLE 3- MANAGEMENT RIGHTS

3.1 Management Rights

A. All State employer rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the State.

B. The rights of the State include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct, schedule, assign, and transfer its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons; maintain the efficiency of State operations; determine the methods, means and personnel by which State operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

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

ARTICLE 4 – GENERAL PROVISIONS

4.1 No-Strike

A. During the term of this Agreement, neither IUOE nor its agents or any 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. IUOE agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during an interruption which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

C. The State may discharge, suspend, demote, or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section.

4.2 No Lockout

No lockout of employees shall be instituted by the State during the term of this Agreement.

4.3 No Reprisals

The State employer and IUOE shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by the Dills Act.

4.4 Non-Discrimination

The State and IUOE agree that neither party will discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical handicap, or sexual orientation, and agree to take such action as necessary to assure that this purpose is achieved.

Alleged violations of this Section shall not be addressed under the grievance procedure contained in Article 5 of this Agreement. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure.

4.5 Entire Agreement

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

   With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection "B." below.

B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement.

   The parties recognize that during the term of this Agreement, it may be necessary for the State to make changes in areas within the scope of negotiations. Where a State Agency finds it necessary to make such changes, the State agency shall seek delegation from the Department of Personnel Administration and if granted shall notify IUOE of the proposed change 60 days prior to its proposed implementation.

   Prior to implementation, the parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 13, when all three of the following exist:

   1. Where such change would affect the working conditions of a significant number of employees in Unit 13.

   2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.

   3. Where IUOE requests to negotiate with the State.

To ensure that both parties fulfill their bargaining obligation within the 60-day timeframe, said request to negotiate must be received by the State within 14 calendar days of the employer's notice to the Union.

If a request to negotiate is submitted as provided above, said obligation to meet and confer in good faith over the impact of the proposed change shall be fulfilled prior to implementation of the change. Both parties acknowledge that they have a total of 60 calendar days from the date of notice in which to discharge their bargaining obligation. Any impasse which arises during the course of negotiations may be submitted to mediation pursuant to Section 3518 of the Dills Act.

Any Agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement once approved by the Department of Personnel Administration.

If the parties are in disagreement as to whether a proposed change is subject to this subsection, such a dispute may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding.

If either party believes the other to be engaged in bad faith bargaining, either party may take the issue to the Department of Personnel Administration and if unresolved, nothing in this section will prevent either party from filing a complaint with the Public Employment Relations Board (PERB).

Nothing in this section shall be construed to require the employer to violate a statutory or regulatory mandate, or court order.

4.6 Supersession

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

Government Code Sections

1. General

19824 Establishes monthly pay periods.

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

2. Holidays

19853 Establishes legal holidays.

19854 Provides for personal holiday.

3. 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.

4. 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.

19862.1 Allows employees who enter civil service from an exempt position within six (6) months to carry unused sick leave credit.

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

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.

19143 Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six (6) 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 sick leave.

5. Paid Leaves of Absence

19991.3 Jury Duty.

6. 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.

7. 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 of 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.

8. 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.

9. 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.

10. Health Insurance

22825 Provides for employee and employer contribution.

22825.1 Sets employer contribution.

11. Workweek

19851 Sets 40-hour workweek and eight (8) hour day.

19843 Directs the DPA to establish and adjust workweek groups.

12. 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.

13. Callback Time

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

14. Deferred Compensation

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

15. Relocation Expenses

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

16. 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.

17. Unpaid Leaves of Absence

19991.1 Allows the appointing power to grant a one (1) year leave of absence; assures the employee a right of return.

19991.2 Allows the appointing power to grant a two (2) year leave for service in a technical cooperation program.

19991.3 Jury duty.

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 (1) year of pregnancy leave or less as required by a permanent female employee.

18. 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.

19. Involuntary Transfers

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

19994.1 Authorizes involuntary transfers. Requires sixty (60) day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

20. Demotion and Layoff

19143 Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six (6) months.

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires thirty (30) day written notice prior to layoff and not more than sixty (60) days after seniority is computed.

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

21. Incompatible Activities

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

22. 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.

23. 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.

24. Discipline

18670(e) Provides ability to hold hearings and conduct investigations.

19574(d) Defines the criteria to be included in notice of adverse action.

19574.1(c) Provides for inspection of documents.

19574.2(j) Process for compelling discovery.

19575(b) Appeal period of adverse actions.

19578(b) Process for SPB hearings.

19582(h) Process for SPB hearings.

19583(b) Defines SPB's decision making authority.

19702(j) Provides a person shall not be discriminated against and process for discrimination issues.

4.7 Savings Clause

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect. Upon issuance of such a decision, the parties shall meet as soon as practical to attempt to renegotiate the invalidated provision(s).

4.8 Legislation

The union will endeavor to notify DPA, and DPA will endeavor to notify the Union, on any legislation it sponsors which, to its knowledge, has an effect on the Unit 13 collective bargaining Agreement.

4.9 Parking/Transportation Incentives

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

B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars ($65) per month. Employees who purchase public transit passes on their own, shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars ($65) per month. This shall not be considered compensation for purpose of retirement. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

C. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars ($65) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred dollars ($100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars ($65) per month or in the case of the primary van pool driver, the one hundred dollars ($100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

E. For the term of this Agreement, the parties agree that the State may increase parking rates in existing lots, in urban congested areas, no more than twenty dollars per month above the current rate charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.

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

Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

4.10 Work Clothing

The Building and Property Management Branch will continue their current practice of issuing and maintaining work clothing with the following additions:

1. General Services

   a. Upon request, the Building and Property Management Branch shall also provide a Unit 13 employee with adequate multiple changes of work pants.

   b. Coveralls will be made available for use in all work locations.

2. Caltrans

   a. Caltrans will provide a pool of coveralls and a set of ten (10) work shirts.

3. Corrections

   a. The Department of Corrections will either furnish work clothing or will provide a work clothing allowance to employees covered by this contract.

      If the institution elects to pay the work clothing allowance, the employees will be compensated at the following rates:

      July 1, 2002 $400.00

      And each July 1 thereafter.

      The check will be distributed by September 1 of each year.

      An institution choosing to provide work clothes shall supply employees with a reasonable amount of pants and shirts to enable the employee to conform to the dress standards mentioned below in this section.

      If an institution changes from furnishing work clothing to providing a work clothing allowance or from providing a work clothing allowance to providing work clothing, the employee will receive a pro-rata share for each month while eligible for the clothing allowance during that fiscal year.

      Employees will be required to wear clean work clothing consisting of dark brown pants and light brown shirts.

4. All other departments

   a. All other departments will provide a minimum of one (1) pair of coveralls for each work area and more where reasonably needed.

4.11 Uniform Allowance

A. Department of Parks and Recreation

1. When the State requires a uniform to be worn and does not provide for such a uniform, the State will authorize, based upon the employee submitting a receipt, a uniform reimbursement for up to four hundred fifty dollars ($450) per year. "Uniform" means outer garments, including required boots, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, position, or time in service. Unit 13 employees shall be responsible for the purchase of required uniforms as a condition of employment. Unit 13 employees shall wear their required uniforms only in an official capacity.

2. Uniform reimbursement shall not be considered compensation for retirement purposes.

3. The uniform replacement allowance anniversary date for permanent full-time employees in the Department of Parks and Recreation shall continue to be February 1 of each year. Employees will receive their allowance based on the date in accordance with existing State laws, rules and regulations. Employees who do not have one full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.

4. All permanent intermittent and part-time Unit 13 employees in the Department of Parks and Recreation will continue to receive uniform reimbursement allowances in accordance with existing laws, rules and regulations.

5. Employees will normally receive their uniform reimbursement allowance within sixty (60) days of their anniversary date or date the employee submits his/her Uniform Replacement Allowance Certificate with necessary receipts, whichever is later. It is understood by the parties that the Department has no control over the procedures and processes of the State Controller's Office and that such procedures and processes may impact the timeliness of the uniform replacement allowance checks.

6. During the life of the contract, the Department of Parks and Recreation will not change uniform items for Unit 13 employees except where necessary due to the unavailability of uniform items.

B. Department of Forestry

The uniform reimbursement for the California Department of Forestry and Fire Protection shall not exceed four hundred fifty dollars ($450). "Uniform" means outer garments, including appropriate work footwear, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed,

position, or time in service. Unit 13 employees shall be responsible for the purchase of required uniforms as a condition of employment. Unit 13 employees shall wear their required uniforms only in an official capacity.

4.12 Incentive Award Program

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

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

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

4.13 State-Owned Housing Rental and Utility Rates

A. Rent

Effective July 1, 1999 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 be increased by the State with sixty (60) day notice as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty five percent (25%) 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 seventy five dollars ($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, 1999 and annually thereafter, when the rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) 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 thirty (30) days' advance notice.

B. Utilities

Effective July 1, 1999, 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 eight percent (8%) 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.

C. For employee of the Department of Parks and Recreation, the State agrees to freeze current housing rates through the term of this Agreement.

4.14 Work Assignments

In accordance with Government Code 19818.8 and 19051, work regularly performed by Bargaining Unit 13 employees will not normally be assigned to non-bargaining unit personnel.

4.15 Work and Family Labor/Management Committee

A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.

B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. The union shall have one representative.

C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary or preparatory work other than at committee meetings is necessary. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.

D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.

E. The five million dollars established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

4.16 Individual Agreements

The State shall not negotiate with or enter into memorandum of understanding or adjust grievances or grant rights or benefits not covered in this Agreement to any employee unless such action is with IUOE concurrence.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE

5.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances and complaints informally at the lowest possible level.

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

5.2 Definitions

A. A grievance is a dispute of one or more employees or a dispute between IUOE and the State involving the interpretation, application, or enforcement of this Agreement, or involving a law, policy or procedure concerning employment-related matters not covered in this Agreement and not under the jurisdiction of the State Personnel Board (SPB).

B. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

C. As used in this procedure, the term "party" means IUOE, an employee or the State.

D. An "IUOE Representative" refers to an employee designated as an IUOE steward or a paid staff representative.

E. “Days” means calendar days exclusive of Saturdays, Sundays and State recognized holidays as defined in the Holidays section of this Agreement.

5.3 Waiver of Time Limits/Steps

Any level of review or any time limit established in this procedure may be waived or extended by mutual Agreement of the State's representative and IUOE's representative. Beginning with any formal level, if the employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

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.

5.4 Presentation

At any step of the grievance procedure the parties, by mutual Agreement, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or an IUOE employee representative or both may attend without loss of compensation. All parties recognize that it is mutually beneficial to resolve disputes as informally as possible. When informal resolution is not possible, a formal grievance may be filed.

5.5 Formal Grievance - Step 1

A. A formal grievance may be filed no later than fifteen (15) days after the event or circumstances occasioning the grievance or after knowledge of same reasonably should have been acquired.

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

C. Within twenty (20) days after the formal grievance is postmarked to the person designated by the department head as the first level of appeal, this designated person shall respond in writing to the grievance.

D. No Agreement, interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

5.6 Formal Grievance - Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision to the Director or his/her designee as the second level of appeal. This appeal must be postmarked within ten (10) days from the postmark of the Step 1 decision.

B. Within fifteen (15) days after the appeal is postmarked, the Department head or designee as the second level of appeal shall respond in writing to the grievance. If the Department does not respond timely or does not secure an extension from an IUOE representative (requests for extension will not be unreasonably denied), IUOE may appeal directly to the Board of Adjustment. The BOA shall be comprised of two (2) Union representatives, one (1) representative from DPA and one (1) representative of the affected department.

5.7 Formal Grievance - Step 3

A. Only those grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to the Department of Personnel Administration. For all other grievances, the Departmental Director or his/her designee is the final level of review.

B. If the grievant is not satisfied with the decision rendered at Step 2, IUOE may appeal the decision to the Director of the Department of Personnel Administration or designee. This appeal must be postmarked within ten (10) days from the postmark of the Step 2 decision.

C. Within fifteen (15) days after the appeal, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance. Decisions issued by the Director of the Department of Personnel Administration or his/her designee are considered precedential.

5.8 Reconsideration

By mutual Agreement, the grievance may revert to a prior level for reconsideration.

5.9 Board of Adjustment

A. If the IUOE is not satisfied with the decision rendered at Step 3 (Department of Personnel Administration), the IUOE may appeal the decision for consideration by a Board of Adjustment (BOA). The appeal must be sent to the Department of Personnel Administration, the affected departmental Labor Relations Office, and the IUOE postmarked within ten (10) days from the postmark of the Step 3 level decision. Within ten (10) days, the parties shall schedule a BOA.

B. The BOA shall be comprised of two (2) representatives designated by IUOE and two (2) representatives designated by the affected Department and accepted by the Department of Personnel Administration.

C. The Board of Adjustment shall have the authority to deny the appeal, grant the remedy requested in whole or in part, or issue a remedy as deemed appropriate by the BOA. The BOA shall not have the power to add to, subtract from or modify this contract.

D. The Board shall meet as mutually agreed by the designated members on a schedule that assures that appeals are considered on a timely basis. Procedures for the conduct of the appeal shall be the exclusive purview of the Board and may differ from case to case. Discussions and decisions shall be conducted in executive session. Once a decision is reached, the Board's decision shall be conveyed in writing to both parties within three business days.

   If either party does not appear at the scheduled BOA, the grievance shall be deferred until another BOA can be scheduled. If either party fails to appear at the rescheduled BOA, it will result in a default judgment.

E. Any decision adopted by the majority (3 or more votes) of the Board shall be final and binding upon the parties.

F. In the event the Board deadlocks (2 to 2 vote), IUOE may appeal the matter to arbitration within fifteen (15) days consistent with the terms of this article. Only grievances that involve the interpretation, application or enforcement of the express terms of this Agreement may be appealed to binding arbitration.

5.10 Arbitration

A. Only grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to binding arbitration.

B. If the grievance is not resolved at the BOA level, within fifteen (15) days after the BOA determines that a deadlock exists and has so informed the parties in writing, IUOE shall have the right to submit the grievance to arbitration. The fifteen (15) day time frame shall begin as of the postmark date on the BOA's decision to the parties

C. It is agreed that the below list of arbitrators will be used to hear all arbitration cases under this article. Arbitrators' names shall be taken in rank order from the list starting with arbitrator (1). Thereafter, arbitrations will be assigned to the arbitrator whose name is the next on the list after the last name used. During the duration of this Agreement, the Union and Employer shall each have the right to delete one name only from the list and substitute another at its sole discretion. If either party exercises their right to delete one name and substitute another, the substitute shall be placed last in the rotation as it exists on the date of the substitution. Nothing herein shall limit or preclude the State from asserting that any particular grievance or matter is not arbitrable, or from asserting any procedural based defense such as the grievance or request for arbitration is untimely.

   1. Thomas Angelo
   2. Ken Perea
   3. Katherine Thompson
   4. Frank Silver
   5. Gerald McKay

Upon receipt of the request for arbitration by DPA, the parties shall send a request for arbitration dates to the arbitrator whose name is next from the agreed list of arbitrators.

D. The cost of arbitration shall be borne equally between the parties.

E. An arbitrator may, upon request of IUOE and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion or award in writing and that a copy be provided to the parties.

F. The arbitrator shall not have the power to add to, subtract from or modify this contract. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

5.11 Health and Safety Grievances

A. When an employee or IUOE in good faith believe that the employee is being required to work where a clear and present danger exists, the supervisor will be so notified. The supervisor will immediately investigate the situation (unless circumstances do not permit, the supervisor will endeavor to check with a higher level of management or with a departmental safety officer) and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee in writing to proceed with assigned duties. If IUOE or the employee still believes the unsafe conditions exist, IUOE or the employee may file a formal grievance.

B. For health and safety grievances, the employer will respond within twenty-four (24) hours at level 1 and within three (3) days at level 2. If the grievance is not resolved at the department level of appeal, IUOE shall have the right to submit the grievance to the BOA pursuant to Article 5.9.

ARTICLE 6 – DISCIPLINE

A. INTRODUCTION

1. With the exception of disciplinary actions resulting from drug and alcohol violations as stated in B.1.c. below, this article sets forth terms pertaining to disciplinary actions, and the exclusive procedures that shall be used to seek review of disciplinary actions and automatic resignations pursuant to Government Code Section 19996.2.

2. Employees who receive minor disciplinary actions or who are separated from State service for being absent without leave may seek review through the grievance procedure contained in this article. Employees who receive major disciplinary actions can either appeal to the State Personnel Board, or file a grievance pursuant to the terms of this article.

B. GENERAL PROVISIONS

1. Exclusive Procedure

   a. The grievance procedure contained in this article shall be the exclusive procedure under this contract for resolving disputes regarding all minor disciplinary (adverse) actions and automatic resignations pursuant to Government Code Section 19996.2.

   b. The grievance procedure contained in this article shall be the exclusive procedure for resolving major disciplinary actions when employees waive appeal to the State Personnel Board.

   c. Disciplinary actions resulting from a violation of any drug and/or alcohol law, regulation, State or Department policy, or individualized employee Agreement (STIP) applicable to the affected employee, shall be appealed directly to arbitration or SPB.

2. Definitions

   a. Disciplinary (Adverse) Action

      "Discipline", "disciplinary action" and "adverse action" mean punitive dismissals, suspensions, or written reprimands.

   b. Major Discipline

      Major discipline is defined as dismissal or suspension of more than three (3) working days.

   c. Minor Discipline

      Minor discipline is defined as a written reprimand or suspension for three (3) working days or less.

   d. Absence Without Leave

      Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from State service as defined in Government Code 19996.2.

3. Written reprimands and rejections during probation

   a. Rejections on probation shall not be subject to review through the grievance and arbitration procedure contained in this article.

   b. Written reprimands may only be grieved up to the DPA level of the grievance process.

4. Grounds for Taking Disciplinary Action

   Discipline irrespective of whether it is major or minor, and regardless of whether it is grieved pursuant to the terms of this Article or appealed to the State Personnel Board, may be taken against an employee for any of the causes for discipline listed in Government Code Section 19572.

5. Notice, Timing, Service and Contents of Disciplinary Actions

   a. A Notice of Disciplinary action shall be served on the employee at least five (5) working days prior to the effective date of the proposed discipline.

   b. The notice of disciplinary action shall be served personally or by regular first class U.S. mail by the enclosure of such notice in a sealed envelope addressed to the employee's last known address.

   c. The notice shall include:

      (1) A statement of the nature of the discipline;

      (2) The effective dates of the action;

      (3) The reason for the action in ordinary language;

      (4) A statement advising the employee that s/he may answer orally or in writing in advance of the effective date to a representative of the appointing authority who has the authority to make or recommend a final disciplinary action;

      (5) A statement advising employees subject to major discipline about their right to file a grievance or appeal to the State Personnel Board;

      (6) A statement advising the employee of the time within which a grievance must be filed, and the name of the person specified by the State with whom the grievance must be filed; and

      (7) A copy of all materials upon which the action is based.

6. Amending Disciplinary Actions

   a. The appointing power may withdraw a notice of disciplinary action at any time before commencement of proceedings before the Board of Adjustment or an arbitrator, whichever is applicable. The appointing power may amend a notice of disciplinary action.

   b. If the action is amended, the appointing power shall re-serve the employee with a new or amended notice of disciplinary action and all material upon which the new or amended action is based that was not already served on the employee with the earlier notice. If the action is amended within five (5) working days before commencement of proceedings before the BOA, the BOA shall at the request of the Union continue the matter until the next appropriate date.

7. Inspection of Documents & Interviews of Employees for Major Discipline

   a. Inspection of Documents

      After an employee has filed a grievance, the employee or an authorized representative of the employee, has the right to inspect documents in the possession of, or under the control of, the appointing power which are relevant to the discipline taken.

   b. Interviews of Employees

      (1) The employee, or the designated representative, shall have the right to interview other employees having knowledge of the acts or omissions upon which the adverse action was based. Interviews of other employees and inspection of documents shall be at times and places reasonable for the employee and for the appointing power.

      (2) The appointing power shall make all reasonable efforts necessary to assure the cooperation of any other employees interviewed pursuant to this section.

      (3) Such interviews shall be consistent with the provisions of Government Code Section 19574.1.

8. Inspection of Documents for Minor Discipline

   Discovery for minor discipline cases shall be limited, except as otherwise provided herein, to the production of documents as provided in Government Code Section 19574.1 et seq. Such production shall be by informal process rather than formal subpoena unless otherwise required by law.

9. Untimely Grievances

   Failing to file (or appeal) a grievance within the timeframes specified in this article waives the employee's right to grieve pursuant to the terms of this Agreement. If an employee or his/her representative files an untimely grievance, said grievance shall be deemed withdrawn with prejudice.

10. Remedy Available

    The only remedy available as the result of grieving a disciplinary action, shall be to sustain the action, revoke the action, or amend the penalty or action. Nothing in this section precludes an award of back pay, interest, reinstatement of lost benefits, offsets, etc. as provided in Government Code Section 19584, and creative remedial solutions (e.g., "last chance Agreements").

C. INFORMAL (SKELLY) GRIEVANCE MEETING

1. Employees shall be given an opportunity to respond, either orally or in writing, to the appointing power prior to the effective date of the action.

2. The representative of the appointing power shall have the authority to make recommendations to the appointing power to uphold, modify, or revoke the proposed action.

3. A final decision regarding imposition of the discipline shall be served on the employee within seven (7) working days following the employee's oral response, or within seven (7) working days following receipt of the employee's written response, whichever is applicable.

D. FORMAL GRIEVANCE PROCEDURE FOR MAJOR DISCIPLINARY ACTION

1. Election of Forum

   a. Employees who receive major disciplinary actions shall have the choice of invoking the jurisdiction of the State Personnel Board by way of answer and appeal, or filing a grievance pursuant to the terms of this article.

   b. The choice of forum rests solely with the employee; however, once a forum is selected, the decision is irrevocable.

   c. If an employee appeals to SPB and files a timely grievance, the grievance appeal shall automatically be considered withdrawn with prejudice.

2. Filing Grievances

   a. Required Forms

      (1) Grievances filed pursuant to this section must be filed in writing on an official grievance form, or a writing that contains the name of the grievant; the grievant's department, classification and work site; the effective date and nature of the disciplinary action imposed; the remedy requested; and the signature of the employee and/or the employee's representative.

      (2) An "Acknowledgement and Waiver" form signed by the affected employee must be submitted with the grievance.

      (3) If an "Acknowledgement and Waiver" form is not submitted with the grievance, the grievance shall be deemed withdrawn with prejudice.

   b. Time Limit for Filing Grievance

      (1) Major discipline grievances must be filed within ten (10) working days following notice of the decision at the informal (Skelly) grievance decision, or fourteen (14) working days following the effective date of the action if the employee does not seek to respond in advance of the effective date at the informal (Skelly) grievance level.

   c. Where to File Grievance

      Grievances shall be filed directly with the Labor Relations Office for the department in which the grievant is employed.

3. Board of Adjustment

   a. Board of Adjustment

      (1) The BOA shall be comprised of two individuals selected by the employer, and two individuals selected by the union.

         (a) The individuals selected to serve on the BOA will serve one-year terms that may be renewed by the respective parties.

         (b) If an individual who is selected to serve on the BOA is unable to serve for whatever reason, a substitute may be appointed.

      (2) The employer and Union shall bear all costs for their BOA appointees.

      (3) Any procedural disputes regarding any section of this Article must be raised before the BOA or they are forever waived. Such disputes shall be addressed by the BOA at the same time the merits of the grievance are considered. In the event that the BOA does not render a binding decision and procedural matters were raised at the time the BOA considered the matter, such procedural matters shall be determined by the Arbitrator if the Union advances the grievance to arbitration. Procedural matters not raised before the BOA may not be grieved or arbitrated under Article 5 of this Agreement.

   b. Procedural Matters

      (1) The BOA shall determine all procedures and time limits for hearing, except as otherwise provided for in this Agreement. Said procedures and time limits shall be determined by majority vote and shall be determined on a case by case basis.

      (2) The intent of this BOA process is to have expeditious and fair hearings. The BOA shall not be bound by common law, statutory rules of evidence, technical or formal rules of procedure, or precedential decisions, but shall act in such a manner as necessary to reach a just and proper decision based on all relevant evidence properly submitted. Hearsay is admissible but shall not be the sole basis for a decision.

      (3) The parties shall have the right to present oral testimony and/or argument at the BOA hearing in accord with the procedures and time limits established by the BOA.

      (4) Prior to the hearing, the parties shall submit all documents to the BOA that they wish to have considered as part of the proceeding.

      (5) The BOA may order sworn testimony, subpoenaing of one or more witnesses or the production or receipt into evidence of documents. The BOA to the extent that it deems reasonable, shall provide the parties (or their representative) the opportunity to present information and argue orally.

(6) The BOA shall not adopt procedural rules, or vote on disciplinary grievances, unless one representative from each side is in attendance.

(7) One Board member representing a party (employer or Union) may cast the vote of the other representative of that party if he/she is absent. Thus, a 4-0, 3-1 or 3-0 vote determines a matter. The BOA may meet by conference call. The BOA may waive a meeting and agree to send a matter directly to arbitration. BOA members need not attend arbitration.

(8) Information received by the BOA shall be confidential.

(9) All decisions shall be made in executive session.

(10) Neither party may be represented by a practicing attorney at law.

c. Board of Adjustment Decisions

(1) The BOA may decide the matter at its meeting, or it may defer decision until a subsequent meeting, but in no case more than forty-five (45) working days after the matter is heard.

(2) The BOA shall document its action in writing on a form agreed upon by the parties within two (2) working days after the BOA decides the matter. Copies will be simultaneously served on the grievant, Union, and department Labor Relations Officer.

(3) The BOA shall not have the power to add to, subtract from, or modify this Agreement.

(4) The department taking the disciplinary action has the burden of proof by a preponderance of the evidence to establish that the action was appropriate.

(5) Deliberations among the BOA members are confidential and shall not be recorded or made available to any party.

4. Arbitration

a. Invoking Arbitration

(1) If the BOA decides a grievance by majority vote, the decision shall be final and binding and may be enforced as an arbitration award under California Code of Civil Procedure Section 1280 et seq.

(2) If the BOA does not reach a binding decision as outlined herein, the action shall be sustained unless the Union appeals the action through the arbitration procedures outlined in this article.

(3) Arbitration must be requested within ten (10) working days following notice of failure to reach a decision.

b. About the Arbitrator

(1) The determination of the neutral arbitrator for major discipline cases shall be as provided in Article 5. In other words, the arbitrator may vary from one major discipline case to the next.

(2) The cost of arbitration shall be borne equally between the appointing power and Union.

c. Authority of Arbitrator

(1) The arbitrator shall not have the power to add to, subtract from, or modify this Agreement.

d. Procedural Matters

(1) If the grievant fails to appear for the hearing (including through a representative) (and the matter has not been continued for good cause by the arbitrator), the grievance shall be deemed dismissed with prejudice and the adverse action shall be final.

(2) The arbitration shall be conducted as provided in California Code of Civil Procedure Section 1280 et seq. At the arbitration hearing, both sides may introduce evidence, call and cross-examine witnesses, and submit written briefs.

e. Arbitrator Awards

(1) The arbitrator's award shall be final and binding.

(2) Arbitration awards are not subject to challenge or review in any forum, administrative or judicial, except as provided in CCP § 1285 et seq.

E. FORMAL GRIEVANCE PROCEDURE - MINOR DISCIPLINE

1. Filing Grievances

a. Required Forms

Employees who want to challenge minor discipline must file a grievance on an official grievance form or a writing that contains the name of the grievant; the grievant’s department, classification, and worksite; the effective date and nature of the disciplinary action imposed; the remedy requested; and the signature of the employee and/or employee’s representative.

b. Time Limit for Filing Grievance

Minor discipline grievances must be filed within ten (10) working days following notice of the decision at the informal (Skelly) grievance decision, or fourteen (14) working days following the effective date of the action if the employee does not seek to respond in advance of the effective date at the informal (Skelly) grievance level.

c. Where to File Grievance

Grievances shall be filed directly with the Labor Relations Office for the department in which the grievant is employed.

2. Board of Adjustment

a. About the Board of Adjustment

(1) The Board of Adjustment shall, by majority vote, sustain, modify or revoke minor disciplinary actions. In the event that the BOA deadlocks (2 to 2 vote) on an appeal of a minor disciplinary action, the parties will request assistance from the State Mediation and Conciliation Service. The representative from the State Mediation and Conciliation Service will assist the parties in reaching a majority decision.

(2) The BOA for minor discipline shall be comprised of four (4) members as described in D.3.a.(1) above.

(3) BOA members' terms and expenses will be treated as described in the major discipline section of the contract.

b. Procedural Matters

(1) The provisions of this article regarding BOA procedural matters for major discipline shall apply to minor discipline except as specifically noted (e.g., discovery and time for presentation at hearing).

(2) For minor discipline cases, the decision of the BOA shall be based solely on a review of the written record. While oral presentations or appearance by either party are not contemplated, at the discretion of a majority of the BOA, appearance by either party may be authorized.

c. Board of Adjustment Decisions

BOA decisions are final and binding except as provided by California Code of Civil Procedure Section 1280 et seq.

F. SETTLEMENTS

Nothing in this article is intended to preclude the parties from independently settling disputes arising from disciplinary actions.

G. IMPLEMENTATION OF DECISION

When the BOA adjudicates a grievance or when an arbitrator issues a decision involving major or minor discipline, the parties will implement the BOA/Arbitrator decision as follows:

1. If the BOA/Arbitrator sustains, in whole, the disciplinary action as imposed by the employer, the Union shall withdraw the grievance with prejudice.

2. If the BOA/Arbitrator modifies the disciplinary action as imposed by the employer, the employer shall amend the disciplinary action consistent with the decision of the BOA. The decision of the BOA shall be final and binding.

3. If the BOA/Arbitrator revokes the disciplinary action imposed by the employer, the employer shall withdraw the action with prejudice.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Overtime

A. Employees in Unit 13 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner.

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

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

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

C. Bargaining Unit 13 employees shall be compensated for ordered overtime of at least one-quarter hour at any one time. Over time will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

D. The first eighty (80) hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, compensation (CTO or cash) shall be determined by the employer.

E. At the employer's option, unused CTO in excess of one hundred (100) hours on the books may be cashed out on June 30 of every fiscal year.

F. Accrual shall not exceed two hundred forty (240) hours at any time.

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

H. For the purposes of computing overtime, all compensable time (i.e., sick leave, vacation, annual leave, holiday credit, CTO and personal leave) shall be considered as time worked.

7.2 Night Shift Differential

Employees in the Bargaining Unit who regularly work shifts shall receive a one dollar ($1) per hour differential for night shifts or a ninety cent ($.90) per hour differential for evening shifts.

1. Employees shall qualify for the evening shift pay differential where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.

2. Employees shall qualify for the night shift pay differential where four (4) or more hours of the regularly scheduled work shift fall between 10 p.m. and 6 a.m.

7.3 Overtime Distribution

A. Supervisors shall endeavor to equally distribute overtime hours to all Unit 13 employees within a work location. Within such work areas, the employees or the Union may request posting of a record of overtime hours offered to each employee. This record shall be kept solely for the purpose of determining equitable distribution of overtime.

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

C. The employer shall establish a procedure that requests and utilizes volunteers to perform overtime work from among Unit 13 employees who are qualified and available within the work location. In the event there are insufficient volunteers for overtime, such overtime shall be assigned in reverse seniority.

7.4 Workweek

A. Five (5) consecutive work days of eight (8) consecutive hours with two (2) consecutive days off shall constitute the workweek of all permanent full-time Unit 13 employees.

B. Alternate work week schedules may be established for employees in Unit 13 only by mutual agreement with IUOE and the State.

C. Any existing alternate work schedules at the time of implementation. 07/01/02, of this agreement shall continue consistent with the employer's policies, procedures and practices.

7.5 Calls to Work/Scheduled Overtime

A. An Employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours' work time provided the call back to work is without having been notified prior to completion of the work shift. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier callback, the employee shall not receive an additional four (4) hours credit for

the new call back. When an employee is called back to work, the employee, will be permitted to leave when the situation(s) that he/she was called in for has been completed and has informed the supervisor of such. It is not the intent to have the employee perform additional work that represents routine maintenance that can or should be accomplished during the normal workday.

When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employees next shift. If an employee is called in within four (4) hours of his/her next shift, the employee will be allowed to work until the end of his/her regular shift.

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

C. A call back situation does not exist when an employee is ordered to temporarily report for a different work shift in lieu of their regular shift pursuant to Section 14.6.

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

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

7.6 Rest Periods

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

7.7 Meal Periods

A. Unit 13 employees normally will be allowed an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be scheduled by the employee's supervisor as near as possible to the middle of the work shift. Employees on an unpaid meal period will not be restricted to any special area during the meal period. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.

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

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

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

7.8 Immediate Response Status – CDF

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

B. Unit 13 employees in the Department of Forestry and Fire Protection shall record all work activity while the employee is assigned to a "fire camp" or other emergency response work location on a form FC-33 or its equivalent.

ARTICLE 8 – HOLIDAYS

8.1 Holidays

A. All full-time employees shall be entitled to one hundred twelve (112) hours of holiday credit as provided in section B. and C. below, and shall receive additional holiday credit for any official State holidays declared by the Governor.

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

On January 1st	8 hours of holiday credit
On the third Monday of January	8 hours of holiday credit
On February 12th	8 hours of holiday credit
On the third Monday of February	8 hours of holiday credit
On March 31st	8 hours of holiday credit
On the last Monday of May	8 hours of holiday credit
On July 4th	8 hours of holiday credit

On the first Monday of September	8 hours of holiday credit
On the second Monday of October	8 hours of holiday credit
On November 11th	8 hours of holiday credit
On Thanksgiving Day	8 hours of holiday credit
On the day after Thanksgiving	8 hours of holiday credit
On December 25th	8 hours of holiday credit

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

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

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

F. Employees excused from work on an observed holiday, shall be required to expend holiday credits on the day that a holiday is observed. This time shall be considered as time worked.

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

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

I. Holiday observance for employees scheduled Monday through Friday:

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

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

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

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

K. Full-time and part-time employees who are required to work on the day of holiday observance as provided in Sections I. and J. above, shall be paid a holiday premium rate (one and one-half (1½) hourly rate) compensation for all hours worked on the holiday. The employee retains the holiday credit provided in Section B. above.

L. Intermittent employees who are required to work on a holiday in which they work forty (40) hours in that workweek (including the holiday), shall be paid a holiday premium rate (one and one-half (1½) hourly rate) compensation for all hours worked on the holiday. The employee retains the holiday credit provided in Section E. above.

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

8.2 Holiday Credits – Caltrans

Holiday credit earned will be placed in holiday credit time bank. Holiday credit credited as excess hours will be moved to holiday credit time bank.

ARTICLE 9 – LEAVES

9.1 Vacation

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

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

B. Breaks in employment of eleven (11) or more work days in a pay period, including unpaid leaves of absences, shall not be counted towards vacation leave purposes set forth under item A. above.

C. Part-Time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in the State civil service shall be allowed, on a pro rata basis, the fractional part of one (1) day of credit for vacation pay.

D. Employees who work on an intermittent basis shall receive vacation leave credit in accordance with the vacation leave accrual schedule in item A. above, on the basis of one hundred sixty (160) hours of employment time equals one (1) month of full-time employment. Any hours worked over one hundred sixty (160) hours in a monthly pay period shall not be counted towards vacation leave accrual.

E. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred and forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred and forty (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;
5. was on jury duty;
6. or 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 six hundred forty (640) hour cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in items 1 through 6 above. Whenever an employee's vacation accumulation exceeds six hundred forty (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 use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.

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

G. The time when vacation is to be taken shall be determined by the department head or designee. When two (2) or more employees request the same vacation time and the department head or designee cannot grant the request to all employees requesting it, approval shall be granted to the employee with the greatest amount of plant service in the class.

9.2 Annual Leave

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

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

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

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 upon enrollment in Annual Leave, in accordance with applicable laws, rules, or memorandum of understanding.

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

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

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

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

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued 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;
5. was on jury duty; or

6. was prevented by the department head or designee from utilizing accrued annual leave for vacation purposes.

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

G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Article 9.2, Section E., the department may order the employee to take annual leave.

H. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) 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 seniority as defined in Article 9.1 G.

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

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article 9.3 of this Agreement.

K. Enhanced non-industrial insurance (ENDI) applies only to those in the annual leave program described in this Article.

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

9.3 Sick Leave

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

1. Illness or injury;

2. Quarantined because of exposure to a contagious disease;

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

4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner that has been defined and certified with the Secretary of State’s office in accordance with Family Code Section 297, son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care.

B. Credit for Full-Time Employment. On the first day of the monthly pay period following completion of each pay period of continuous service, each full-time employee in the State civil service shall be allowed eight (8) hours of credit for sick leave with pay.

C. Credit for Less Than Full-Time Employment.

1. Intermittent Employees. On the first day of the monthly pay period following completion of each period of one hundred sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in the State civil service shall be allowed eight (8) hours of credit for sick leave. The hours or days worked in excess of one hundred sixty (160) hours or twenty (20) days in a monthly pay period shall not be counted or accumulated.

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

3. Multiple Positions. Under this rule:

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

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

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

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

1. The employee has a demonstrable pattern of sick leave usage constituting abuse when compared to other employees at the work site; or

2. The supervisor has a clear, articulable belief that the sick leave absence was for an unauthorized reason.

9.4 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, child, grandchild, grandparent, brother, sister, step child, adopted child or the death of any person residing in the immediate

household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

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

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

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

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

9.5 Jury Duty

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

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

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

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

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

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

G. In the event of a mandatory reassignment as described in Paragraph E., the State reserves the right to concurrently reassign another employee from another shift to ensure adequate coverage on all shifts. Once the jury duty obligation has been fulfilled, the employer shall return both employees to their former shift assignments.

9.6 Unpaid Leaves of Absence

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

B. An unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment and does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence.

9.7 Adoption Leave

A department head or designee may 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 (1) year. The employee shall provide substantiation to support the employee's request for adoption leave.

9.8 Parental Leave

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

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

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

D. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

E. Any permissive approval of parental leave as outlined above may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of revocation.

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

9.9 Voluntary Reduced Worktime

A department head or designee may grant a permanent employee's request to work less than full-time, but no less than half-time. Employees shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay, and seniority. Employees shall continue to receive the full State contribution to health and dental plans as provided in Article 10 of this Agreement.

9.10 Transfer of Leave Credits

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

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

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

1. Sick leave credits cannot be transferred;

2. The receiving employee has exhausted all leave credits;

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

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

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

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

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

9.11 Catastrophic Leave - Natural Disaster

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

1. Sick leave credits cannot be transferred.

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

3. 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.

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

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

6. 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.

7. 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.

8. This section is not subject to the grievance and arbitration Article of this Contract.

9.12 Personal Leave

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

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

C. Nothing in this section precludes the employer from offering a cash out program for all or a portion of unused personal leave. Personal leave credits shall be cashed out at the employee's salary rate at the time the personal leave payment is made. Cash out of Personal Leave credits shall be at the sole option of the employee only when the employing department is offering a cash out program.

9.13 Mentoring Leave

A. Eligible Unit 13 employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.

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

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

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

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

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

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

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

1. He/she is assigned to a "post" position in the Department of Corrections, Youth Authority; or

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

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

H. Any appeals and/or disputes regarding this section shall be handled in accordance with the grievance procedure specified in Article 5 of this Contract.

9.14 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (annual leave, vacation, personal leave, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (annual leave, vacation, personal leave, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

B. Family Crisis

Subject to operation needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with the Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

ARTICLE 10 – HEALTH AND WELFARE

10.1 Health, Dental, and Vision Benefits

A. Health Benefit

1. Program Description

a. Contribution Amounts

Effective July 1, 2001 through December 31, 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 CalPERS.

(1) The State shall pay up to $182.00 per month for coverage for an eligible employee.

(2) The State shall pay up to $362.00 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay up to $473.00 per month for coverage of an employee plus two or more dependents.

Effective January 1, 2002 through December 31, 2002, 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 CalPERS.

(1) The State shall pay up to $190.00 per month for coverage for an eligible employee.

(2) The State shall pay up to $378.00 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay up to $494.00 per month for coverage of an employee plus two or more dependents.

Effective January 1, 2003, the State agrees to pay the following contributions for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

(1) The State shall pay up to $190.00 per month for coverage for an eligible employee, plus 2/3 of the January 1, 2003 CalPERS HMO, single-party (employee only) weighted average premium increase.

(2) The State shall pay up to $378.00 per month for coverage of an eligible employee plus one dependent, plus 2/3 of the January 1, 2003 CalPERS HMO, two-party (employee plus one dependent) weighted average premium increase.

(3) The State shall pay up to $494.00 per month for coverage of an employee plus two or more dependents, plus 2/3 of the January 1, 2003 CalPERS HMO, family (employee plus two or more dependents) weighted average premium increase.

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

2. Health Benefits Eligibility

a. Employee Eligibility

(1) For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.

b. Permanent Intermittent (PI) Employees

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

(2) Continuing Eligibility - To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

C. Family Member Eligibility

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

B. Dental Benefit

1. Contribution Amounts

a. Effective July 1, 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 Department of Personnel Administration.

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

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

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

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

2. Employee Eligibility

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

3. Family Member Eligibility

   Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section A.2.c. of this agreement.

4. Coverage During First 24 Months of Employment

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

C. Vision Benefit Plan

1. Program Description

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

2. Employee Eligibility

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

3. Family Member Eligibility

   Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section A.2.c. of this agreement.

D. Rural Health Care Equity Program

Effective July 1, 2001, the State shall continue a Rural Health Care Equity Program for Bargaining Unit 13 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration shall administer any fund involving Bargaining Unit 13 members.

1. The program shall operate in the following fashion:

   a. The State shall contribute one thousand five hundred dollars ($1500) per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section 22825.01.

      (1) For Bargaining Unit 13 members, payment shall be on a monthly basis.

      (2) 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.

b. 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).

c. The money shall be available for use as defined in Government Code Section (GC) 22825.01.

d. A Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit 13 members, as one of several similar accounts.

e. Each Unit 13 employee shall be able to utilize up to one thousand five hundred dollars ($1500) per fiscal year, pursuant to GC section 22825.01, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph D.1.b. is applicable here.

f. If an employee does not utilize the complete one thousand five hundred dollars ($1500) pursuant to the procedures and limitations described in GC section 22825.01, 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 eligible health care expenses in excess of the one thousand five hundred dollars ($1500), but again according to the procedures and limitations in GC section 22825.01. 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 one thousand five hundred dollars ($1500) in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.

   (1) Any employee not in Bargaining Unit 13 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph D.1.b. above.

   (2) If an employee is entitled to less than twenty five dollars ($25) under this paragraph, the money shall instead go into next year's fund pursuant to paragraph g. hereafter.

g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than one thousand five hundred dollars ($1500) as provided in GC section 22825.01 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 statute exceed one thousand five hundred dollars ($1500) 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 GC section 22825.01 and monies still remained in the pool.

10.2 Continuation of Benefits

Pursuant to GC Section 19849.15 notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred twenty (120) days beginning in the month of the employee's death. The surviving dependent(s), if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System (CalPERS). The surviving dependent(s) shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.

10.3 Industrial Disability Leave

A. Employees in Unit 13 shall be eligible for Industrial Disability Leave as provided in Government Code Sections 19869 through 19877.1.

10.4 Non-Industrial Disability Insurance

A. For periods of disability commencing on or after July 1, 1988, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed one hundred thirty-five dollars ($135) per week, payable monthly for a period not exceeding twenty six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability -benefit due to the same or related cause or condition unless they have returned to work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) work days.

B. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital, nursing home, and emergency clinic is the same as defined by Sections 2627.5 and 2627.7 of the Unemployment Insurance Code.

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

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

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

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

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

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

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

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

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

10.5 Non-Industrial Disability Insurance For Employees In The Annual Leave Program

A. This NDI provision is only applicable to employees participating in the annual leave program referenced in Article 9.2 above.

B. For periods of disability commencing after the effective date of an election to participate in the annual leave program, eligible employees shall receive NDI payments at fifty percent (50%) of their gross salary, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an NDI claim, an employee may elect either the fifty percent (50%) NDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) of gross pay. Once a claim for NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

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

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

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

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

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

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

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

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

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

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

M. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program.

N. This section shall only apply to Unit 13 civil service employees.

10.6 Enhanced Industrial Disability Leave (EIDL)

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

B. Unit 13 employees who lose the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of their duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, or client, under the authority of the Department of Developmental Services, Mental Health, or Veteran's Affairs.

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

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

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

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

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

10.7 Flexible Benefit Program

A. Program Description

1. The State agrees to provide a Flexible Benefits Program (FlexElect) under Section 125 and related Sections 129, 213(d) and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by DPA. The administrative fee paid by the participants will be determined each year by the Director of the Department of Personnel Administration.

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

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

B. Employee Eligibility

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

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

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

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

   c. must be paid for at least 480 hours during the January through June control period for the Plan Year in which they are enrolling and

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

3. Subsection B.2. is not grievable or arbitrable.

10.8 Health Benefit Vesting

A. For State employees hired on or after January 1, 1989, the portion of the employer contribution toward post retirement health benefits will be based on credited years of service at retirement per the following chart entitled "Health Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be ten (10) years. This section will apply only to State employees who were under a service retirement:

Section 22825.3. Notwithstanding Sections 22825, 22825.1, and 22825.2, the following State employees who become State members after January 1, 1989 shall not receive any portion of the employer's contribution payable for annuitants (pursuant to Section 22825.1) unless those employees are credited with ten (10) years of State service as defined by the section, at time of retirement: (1) members who are excluded from the definition of State employee in subdivision (c) of Section 3513; (2) members employed by the executive branch of government who are not members of the civil service; and (3) members in State bargaining units for which a memorandum of understanding has been agreed to by the State employer and the

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

CREDITED YEARS OF SERVICE	PERCENT OF EMPLOYER CONTRIBUTION
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

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

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

D. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation. This section does not apply to employees of the California State University.

10.9 Long-Term Care Insurance Plan

Employees in classes assigned to Bargaining Unit 13 are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

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

10.10 Rural Health

The State and IUOE agree to meet as soon as possible to negotiate alternatives to the current Rural Health Equity Program. If the parties reach agreement on an alternative program it will become effective January 1, 2002 or on a date agreed to by the parties.

10.11 Health Benefits Payments for the Retroactive Period

The parties agree to meet to determine how the increase in the State contribution to Health Benefits from July 1, 2001 through June 30, 2002 will be applied over the July 1, 2002 through June 30, 2003 period of the Contract.

ARTICLE 11 – RETIREMENT

11.1 First Tier Retirement Formula (2% @ 55)

A. The Union and the State (parties) agree that employees in employment with the State on or after January 1, 2000 in the State Miscellaneous or State Industrial retirement category shall be subject to the 2% @ 55 retirement formula pursuant to Government Code Section 21354.1, unless they elect to be subject to the Second Tier retirement formula pursuant to 11.2(C).

   Beginning July 1, 2002 through June 30, 2003, the Miscellaneous and Industrial member retirement contribution rate for employees subject to Social Security will be zero percent (0%). Effective July 1, 2003 the employee contribution rate will be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars ($513).

   Beginning July 1, 2002 through June 30, 2003, the Miscellaneous and Industrial member retirement contribution rate for employees not subject to Social Security will be one percent (1%) of monthly compensation in excess of three hundred seventeen dollars ($317). Effective July 1, 2003 the employee contribution rate will be six percent (6%) of monthly compensation in excess of three hundred seventeen dollars ($317).

The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA form CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this Agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this Agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

11.2 First Tier Eligibility for Employees in Second Tier

A. Employees who are currently in the Second Tier retirement plan may elect to be covered under the First Tier as described in this article.

B. An employee who makes this election will then be eligible to purchase past Second Tier service.

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

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

11.3 Retirement Formula for Safety Members (2.5% @ 55)

A. The Union and the State (parties) agree that State Safety members in employment with the State on or after January 1, 2000 in the State Safety retirement category shall be subject to the 2.5% @ 55 retirement formula pursuant to Government Code Section 21369.1.

B. The age benefit factor at age fifty-five (55) for members of this Union 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. The Union agrees that the rate of contribution for Safety members who are subject to the 2.5% @ 55 formula shall be six percent (6%) beginning July 1, 2002 of monthly compensation in excess of three hundred seventeen dollars ($317).

   Beginning July 1, 2002 through June 30, 2003, the Safety member rate of contribution shall be one percent (1%) of monthly compensation in excess of three hundred seventeen dollars ($317).

   Effective on and after July 1, 2003, the Safety member rate of contribution shall be six percent (6%) of monthly compensation in excess of three hundred seventeen dollars ($317).

The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment

obligation, either party to this Agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this Agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

11.4 Deferred Compensation

Employees of Unit 13 may continue to participate in the State of California, Department of Personnel Administration, 401(k) Deferred Compensation Program.

11.5 Alternative Pre-retirement Death Benefit

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

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

2. To the children under age eighteen (18) collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age eighteen (18), an amount equal to one-half (½) of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of eighteen (18). As used in this section, a "surviving child" includes a posthumously born child of the member.

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

4. For purposes of this section, "State service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.

B. Pursuant to GC Section 21547.5, any survivor receiving a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible to if his or her death had occurred on and after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

11.6 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 two dollars ($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

11.7 Items Excluded From Compensation For Retirement Purposes

The State and IUOE agree that the following items shall be excluded from compensation for the purposes of retirement contributions:

Work Clothing Allowance

Incentive Award Programs

Shift Differential

Recruitment/Retention Bonuses

Commute Program Subsidy

Uniform Allowances

ARTICLE 12 – SAFETY AND HEALTH

12.1 Health and Safety Committees

A. The parties agree that Joint IUOE/Management Health and Safety Committees are appropriate in many areas of State employment. At IUOE's request, each department shall establish at least one (1) Joint IUOE/Management Health and Safety Committee. Additional Joint IUOE/Management Health and Safety Committees may be established as appropriate for the larger departments.

B. Joint IUOE/Management Health and Safety Committees may consist of no more than one (1) representative in the area served by each Joint IUOE/Management Health and Safety Committee. The State may appoint an equal number of State representatives.

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

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

E. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee in writing to proceed with his/her assigned duties. If IUOE or the employee still believes the unsafe condition exists, IUOE or the employee may file a grievance alleging a violation of this Section at Step 2 of the Health & Safety grievance procedure. (Article 5)

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

12.2 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 item a. above. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. 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.

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 in the personnel files.

12.3 Infectious Diseases

A. The State recognizes the need to continue to provide general information about infectious diseases for employees of the following departments: Mental Health, Developmental Services, Corrections, Youth Authority, Veteran's Affairs, and Health Services.

B. The departments listed in A. above will annually provide to Bargaining Unit 13 members through a health care professional on staff, in-service training regarding infectious diseases. This training may include the following:

1. Identification of infectious diseases that are of concern to Bargaining Unit 13 members in the working environment; and

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

   a. how the disease is transmitted;

   b. symptoms;

   c. courses of treatment; and

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

C. Bargaining Unit 13 members will attend this training on State time. Training may be provided more often if deemed necessary.

ARTICLE 13 – CAREER DEVELOPMENT

13.1 Release Time for State Civil Service Examination

A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation (wages) to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two (2) working days) notice to

his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a swing or graveyard shift for the shift preceding or following a State Personnel Board examination.

B. Release time will include necessary travel time to and/or from the examination site if such travel time occurs during scheduled work time. In cases where the examination site is in another city and the employee is permitted to use a private vehicle for the travel, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane and ground transportation versus private vehicle) and that results in the least disruption to the employer.

C. Release time to participate in civil service exams will not result in overtime compensation or reimbursement of travel expenses.

13.2 Apprenticeship Training Fund

Each appointing power, upon approval of sufficient funds by the Legislature, shall contribute to the IUOE Apprenticeship Training Fund to provide a training program for both journey level employees who wish to improve their skills and apprentices entering the industry.

The contribution, due in January of each year for each employee covered by this Agreement and on the payroll as of January 1 of each year, will be one hundred dollars ($100).

13.3 Classification Proposals

The State agrees to notify IUOE of classification proposals the State presents to the State Personnel Board that impact employees in Unit 13. IUOE agrees to notify the State of classification proposals that IUOE presents to the State Personnel Board.

13.4 Official Department Personnel File

A. An employee's official department personnel file shall be maintained for Unit 13 employees at a location identified by each department head or designee.

B. An employee or his/her representative, if properly authorized by the employee, may review his/her personnel file during regular personnel office hours with appropriate prior notice. An employee may be excused, at the discretion of his/her supervisor, for a reasonable period of time to review his/her official personnel file. The official personnel file may not be removed from the personnel office unless approved by the department head or designee.

C. Where the official personnel file is in a location remote from the employee's work location, arrangements may be made to have a copy of the file sent at the employer's expense to a location specified in writing by the employee.

D. Except for the probationary reports and adverse actions, any negative performance-related material shall be removed from the employee's personnel file and destroyed within one (1) year from date of entry. Upon the employee's request adverse actions, and probationary reports may be removed by mutual agreement between a department head or designee and an employee.

ARTICLE 14 – POST AND BID

A. This Article shall only apply to vacancies as defined in B below.

B. A vacancy shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, resignation, death, reassignment, new position, promotion, change in tenure to permanent, or new funding and the employer decides to fill it.

14.1 Post and Bid - Local Work Locations

A. Employees holding permanent status at a plant (see Addendum B), in their classification, may request in writing to be reassigned should a position become vacant. For a request to be considered under this section it must be filed in accordance with paragraph B. Permanent status for purposes of this section shall mean an individual who has successfully passed his/her probationary period in the class.

B. A notice of intent to fill the vacancy shall be posted at the work sites for Unit 13 employees within the local work location for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, the shift and days off for the position to be filled, the final filing date, and contact person's name and telephone number. Employees interested in a posted position must indicate interest by submitting a departmental bid request form (Section 14.2A) to the specified contact person, by the final filing date.

C. The employee requesting the assignment, or in the case of multiple requests for the same position, the employee with the greatest amount of plant service in the class shall be selected over other employees and notified of start date.

D. Any employee appointed under the terms of this section will be expected to possess the requisite skills and abilities required of the classification. Any employee who has a sustained major discipline within the last twelve (12) months, may, at the discretion of the employer, not be considered for transfer under the provisions of this section.

E. Employees being reassigned under this provision waive any rights to claims for moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

F. Management for training purposes may fill a vacant position for a period not to exceed thirty (30) calendar days.

G. This section does not preclude management from transferring employees for verifiable security or safety reasons.

H. When there are no employee requests to be reassigned on file, management shall fill the vacant position consistent with the provisions of Section 14.2, following.

14.2 Transfers from Other Plants

A. Eligible employees desiring a transfer to a different "work location" (See Addendum B.) within their department may apply in writing to the department head or designee on a form provided by the departments listed in Addendum B or the form provided in Addendum A for those departments not listed in Addendum B. Such transfer requests shall be to permanent positions in the same department within their current classification. For a request to be considered under this section it must be filed in accordance with paragraph "B" prior to the position becoming vacant.

B. Permanent employees who wish to submit a transfer request may do so during an annual open period beginning October 1st – October 30th with an effective date of January 1. Transfer requests shall be kept on file for twelve (12) months.

   All Unit 13 employees, including those with bids on file from the January 15, 2002 through February 15, 2002 bid period must rebid during the new bidding period in October 2002 to be considered for transfer during the 2003 calendar year.

   Bids filed in the January 15, 2002 through February 15, 2002 period will remain in effect until February 15, 2003 for employees who fail to participate in the new bid period in October 2002.

C. The employee requesting the transfer, or the employee with the greatest amount of bargaining unit seniority in the case of multiple transfer requests to the same position, shall be selected over other employees not working in the department. Seniority for purposes of this section shall be defined as bargaining unit seniority consistent with Section 14.3, and 14.8.

D. Any employee appointed under the terms of this section shall be expected to possess the requisite skills and abilities required of the classification. Any employee who has a sustained major discipline within the last twelve (12) months, may, at the discretion of the employer, not be considered for transfer under the provisions of this section.

E. Employees transferred under this provision waive any rights to claims for moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

F. This section does not preclude management from transferring employees for verifiable security or safety reasons.

G. When there are no employee requests to be transferred on file, management may fill the vacancy with any means at its disposal.

H. Employees selected under the terms of this section shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) days have expired, the employer shall consider it a refusal of the job offer. If a job offer is accepted, the employee will have a maximum of thirty (30) calendar days to report to the new plant, unless mutually agreed otherwise by the hiring supervisor.

14.3 Apprentices

Both parties recognize that it is mutually beneficial to place graduating apprentices in the plant where they completed their training. Consequently, the provisions of this article will not apply when the employer must place a graduating apprentice.

Upon completion of the apprenticeship program, the employee's seniority dates back to his/her date of indenture.

14.4 Involuntary Transfer Requiring Change in Residence

A. When an employee is involuntarily transferred, which reasonably requires the employee to permanently change his/her place of residence, the employee shall be given a sixty (60) day written notice of the effective date of the transfer. The notice shall set forth why the employee is being transferred. The sixty (60) day notice may be waived by the employee.

B. Involuntary transfers shall not be made to harass or discipline employees. Employees who believe they are being transferred for the purpose of harassment or disciplinary reasons shall have the right to grieve the transfer.

C. When there are two or more Unit 13 employees in the same class in the same work location, the employee to be transferred will be selected by seniority. The employee with the least seniority will be the first to be transferred, and the employee with the greatest seniority will be the last to be transferred.

D. Employees required to transfer under this Section shall be reimbursed for expenses incurred as per Section 19841 of the Government Code.

E. The definition of an involuntary transfer is a transfer which reasonably requires a permanent change in residence.

F. This section supersedes any remedies under Government Code Section 19994.3.

14.5 Appeal of Involuntary Transfer

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 5 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 arbitration procedure. It shall be subject to the grievance procedure if the employee believes it was made for the purpose of harassing or disciplining the employee but may only be appealed to the second level of the grievance procedure.

14.6 Shift Changes

A. Short shift change of less than 10 days

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

B. Temporary Shift Change of 10 to 30 Days

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

C. Permanent Shift Change

1. A permanent shift change is defined as a change in the hours of work in a day and/or the days of work in a week where such change shall be for a duration greater than thirty (30) calendar days. Permanent shift changes shall be made in accordance with Post and Bid (Section 14.1) provisions, of this Agreement.

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

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

14.7 Management Directed Out-of-Classification Assignments

A. If a department head or designee requires an employee in writing to work in a higher classification the employee shall be entitled to receive the difference between his/her salary and differentials and the salary and differentials of the higher class at the same step the employee would receive if the employee were to be promoted to that class.

   Out-of-class assignments will typically be made in one week increments. Filling in for a supervisor on a short-term basis (less than 1 week) does not constitute out-of-class work.

   If an employee believes that he/she is working out-of-class in a higher level class, he/she can file a grievance in accordance with Article 5.

   Out-of-class assignments shall not be made to circumvent career appointments.

B. Should any employee file suit against the Union seeking to declare this provision illegal, the State shall indemnify the Union for any costs incurred in defending itself.

C. The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of out-of-class pay.

D. 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.

   Resolution of Out-of-Classification Disputes

   If any dispute arises regarding out-of-class assignments and compensation, an employee may file a grievance in accordance with Article 5. Approved out-of-class grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.

14.8 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 (hereafter known as "employees") in any State agency, the State may layoff employees pursuant to this Article.

B. Order of Layoff. Employees shall be laid off by classification in order of Unit 13 seniority, pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board rules. Unit 13 seniority shall prevail where any inconsistency results from application of the listed Government Code sections or State Personnel Board rules.

C. Seniority Definition. Unit 13 seniority is defined as time worked in the following classifications:

CLASSIFICATION
Boiler Room Tender CF
Boiler Room Tender
Refrigeration Engineer
Refrigeration Engineer CF
Stationary Engineer
Stationary Engineer CF
Stationary Engineer I CF
Stationary Engineer I
Stationary Engineer II CF
Stationary Engineer II
Stationary Engineer Apprentice
Stationary Engineer Apprentice CF
Stationary Engineer Supervisor CF
Stationary Engineer Supervisor
Water & Sewage Plant Supervisor CF
Water & Sewage Plant Supervisor
Water & Sewage Plant Supervisor (Angel Island)
Water & Sewage Plant Supervisor (CDF)
Operator, Tunnel & Tubes
Maintenance Worker, Tunnel & Tubes
Chief Engineer I

D. Break in Service. A break in service shall not constitute a loss in seniority when the employee returns to a Unit 13 classification.

E. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on date of mailing a notice. Notice of the layoff shall be sent to IUOE.

F. 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 State Personnel Board rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

G. 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.

14.9 Interviews

Whenever an employee is requested to appear for an employment interview pursuant to this Article, the employee shall be released from duty without loss of compensation if (a) the interview is scheduled during the employee's normal work hours; and (b) the employee's supervisor gives his/her advanced approval. Every effort should be made to schedule such interviews at times that minimize interference with State operations.

14.10 Mandatory Placement

The parties recognize that this Article shall not contravene employee rights to mandatory reinstatement or placement in accordance with the Government Code.

14.11 Reassignment

A permanent reassignment is defined as a change of reporting location and/or facility within a plant, as identified in Addendum B, where no vacancy exists and such change shall be for more than thirty (30) calendar days. A permanent change of work location and/or facility (reassignment) shall be implemented pursuant to Article 14.1 (Post and Bid) of this Agreement.

14.12 Post and Bid Seniority Ties

In resolving any seniority ties in this Article, the following will be the order of tiebreakers.

Local Work Locations

A. If tied, seniority in the classification within the Department.

B. If tied, seniority in the classification within Bargaining Unit 13.

C. If tied, DRAWING:

1. Each person writes name on paper. Places in container.
2. A neutral person, non-manager, non-supervisor, and non-interested party in selection process draw names from the container.
3. The order of names drawn is the order of seniority for filling that position.

Transfers From Other Plants

A. If tied, seniority in the classification within in the Department.

B. If tied, combined seniority of all classifications held within Bargaining Unit 13 within the department.

C. If tied, DRAWING:

1. Each person writes name on paper. Places in container.

2. A neutral person, non-manager, non-supervisor, and non-interested party in selection process draw names from the container.

3. The order of names drawn is the order of seniority for filling that position.

ARTICLE 15 – BUSINESS AND TRAVEL EXPENSES

15.1 Business and Travel Expenses

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of twenty-five dollars ($25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars ($25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses. Each State agency shall determine the necessity for and method of travel.

A. **Meals/Incidentals -** Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

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

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

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

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

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

   b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

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

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

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

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

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

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

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

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

1. Regular State Business Travel:

a. Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct State business:

- Actual lodging up to eighty-four dollars ($84) plus applicable taxes.

b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging up to one hundred ten dollars ($110) plus applicable taxes.

c. When employees are required to do business and obtain lodging in the countries of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars ($140) plus applicable taxes.

2. **State Sponsored Conferences or Conventions**:

a. For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment:

b. Statewide, with a lodging receipt: Actual lodging up to one hundred ten dollars ($110) plus applicable taxes.

3. **Non-State Sponsored Conferences or Conventions**:

a. For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment:

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

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

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

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

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

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

   - Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars ($1130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars ($10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars ($5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
   - Long-term subsistence rates of twenty-four dollars ($24) for actual meals and incidentals and twenty-four dollars ($24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars ($24) for actual meals or twenty-four dollars ($24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

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

D. **Out-of-state Travel**: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.

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

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

F. **Transportation**: Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement

   a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed thirty-four cents ($.34) per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

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

2. **Specialized Vehicles** – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from thirty-four cents ($.34) up to thirty-seven cents ($.37) 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 fifty cents ($.50) per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

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

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

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

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars ($10) or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, telegraph, tax or other business charges related to State business of five dollars ($5) or less.

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

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

H. **OT Meals**: Except as noted in Section 15.2 (Overtime Meal Allowance- Corrections, Youth Authority and Caltrans) below, an overtime meal allowance up to eight dollars ($8) may be provided only 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 (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift.

I. During the term of this agreement, the State agrees to apply any future increases to business and travel expenses for excluded employees to Unit 13 employees.

15.2 Overtime Meal Allowance - Corrections, Youth Authority, and Caltrans

A. Overtime meal allowances are granted when an employee is required to work two (2) or more hours in excess of the number of hours worked in a regularly scheduled workday. If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six (6) hour period. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. Overtime must be through the approved procedure.

B. Unit 13 employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket. The value of the meal ticket shall be six dollars ($6). Employees issued meal tickets may receive reimbursement for the meal ticket attached to a State Form 262, Travel Expense Claim, without receipts. The form must be submitted within one hundred twenty (120) calendar days of issuance using the date on the meal ticket. The Form 262 shall be paid within sixty (60) days of the date of submission.

C. The State shall issue the meal ticket on the day in which it is earned.

D. Employees in assignments which do not allow the State to provide a meal ticket shall submit a Form 262 that provides the dates and times they worked the overtime to receive the six dollar ($6) reimbursement for overtime meal allowances earned. The form must be submitted within one hundred twenty (120) calendar days of issuance using the date on the meal ticket. The Form 262 shall be paid within sixty (60) days of the date of submission.

E. Article 15.1 H of the Unit 13 MOU covering overtime meals does not apply to Unit 13 employees in Caltrans.

   Caltrans employees whose regular workday has been extended by two (2) or more hours shall receive a five dollar ($5) overtime meal allowance without receipts unless the State provides a meal. Employees are eligible for a second overtime meal in a day provided they work an additional six (6) overtime hours after qualifying for the first overtime meal. No overtime meal allowance will be paid to employees who are working overtime on a regular day off unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

   No in lieu meal allowance shall be paid to employees for call back work unless the employees actually work two (2) or more hours contiguous to their normal workday.

   Caltrans employees who are on travel status and are being reimbursed for meals under the business and travel expense provisions of this Agreement will not receive a meal at State expense nor be reimbursed for overtime meals.

ARTICLE 16 – SALARIES

16.1 Salaries

Effective July 1, 2003, all Unit 13 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

16.2 Timely Payment of Wages

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

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

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

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

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

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

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

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

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

16.3 Recovery of Overpayments

For purposes of overpayment, this Agreement supersedes Government Code Section 19838.

A. Late Dock

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

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

   a. the employee will receive a regular pay warrant on pay day;

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

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

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

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

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

B. Payroll/Time Keeping Errors

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

   a. a detailed explanation of how the overpayment occurred;

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

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

   d. a proposed repayment plan; and

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

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

   a. Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred. When overpayments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year. Nothing precludes the employer and the employee agreeing to a longer/shorter payment plan. When an overpayment is recovered from an employee's subsequent pay check(s), the federal and state taxes of the impacted pay check(s) will be calculated after the gross payroll deduction amount is deducted from that paycheck(s).

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

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

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

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

4. Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in Section B.3. above, shall in no event exceed twenty-five percent (25%) of the employee's net disposable earnings.

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

6. In the event that a recovery action is taken to collect an overpayment that is not in compliance with 16.3 B of this of this section, the employer shall pay to the employee five percent (5%) of the employee's base pay for each pay period that the employer collects money from the employee in violation of this section.

16.4 Excess Time

Unit 13 employees receiving excess time shall be cashed-out once each calendar year based on excess time balances on the books as of October 1.

The time cashed-out will only be that which exceeds a sixteen (16) hour minimum. The employees shall receive their cash-out no later than November 15 of each year.

16.5 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 Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using 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%) standards.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire pay period will receive a maximum one hundred dollars ($100) per pay period, including holidays.

2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive 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 fifty-eight cents ($.58) per hour.

5. An employee paid by the day meeting the bilingual differential pay criteria would receive 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 may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

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 should be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

16.6 Recruitment and Retention, Avenal, Chuckawalla, Ironwood, Centinela and Calapatria State Prisons

A. Unit 13 employees who are employed at either Avenal State Prison, Chuckawalla, Ironwood, Centinela, or Calapatria State Prison, in the Department of Corrections, for twelve (12) consecutive qualifying pay periods as of January 1, 1993, shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars ($2,400), payable thirty (30) days following the completion of every 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 State Prison, Chuckawalla, Ironwood, Centinela, or Calaptria State Prison, 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 State Prison, Chuckawalla, Ironwood, Centinela, or Calapatria State Prison prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus.

E. No bonus shall be paid, including pro rata shares, prior to February 1, 1993.

F. 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.

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

H. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

16.7 Certified Backflow Tester Differential

A. Full-time Unit 13 employees who are required to be certified as a Certified Backflow Tester and to possess the Backflow Tester certificate as required by Department of Health Services, shall receive a monthly one hundred dollar ($100) differential.

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

C. An employee whose required certificate identified in A. above is revoked or not renewed for any reason or who is not performing the required duties will cease to be eligible for the differential as described above.

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

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

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

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

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

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

16.8 Salary Survey

The State shall conduct a salary survey of private and public sector jurisdictions in California and comparable trade rates for Unit 13 classification, utilizing the Stationary Engineer classification as the bench mark.

The survey will include:

California State University	Building Owners and Managers Association of San Francisco and IUOE, Local 39.
City of Los Angeles	Building Owners and Managers Association of Greater Los Angeles and IUOE, Local 501.
San Francisco City/County	Kaiser Foundation Hospitals, Southern California and IUOE, Local 501.
Sacramento County	Kaiser Permanente, Kaiser Foundation and IUOE, Local 39.

The State and Union agree to meet within sixty (60) days following ratification of this contract to reach mutual agreement as to the classification(s) which are comparable within the identified survey entities above, to the State's Stationary Engineer classification. The results of this survey may be used for negotiations of future agreements.

16.9 Wastewater Treatment Plant Operator (Chief Plant Operator) Differential

A. Full-time Unit 13 employees who are designated Chief Plant Operator and are required to be certified and possess a Wastewater Treatment Plant Operator certificate at a grade III of above as required by the Water Resources Control Board shall receive a five percent (5%) differential each month.

B. Employing departments will identify the positions requiring a certificate identified in A. above. Assignment of employees to serve as Chief Plant Operator shall be at the employer's discretion and may be grieved only up to the Department Director level.

C. An employee whose required certificate identified in A. above is revoked or not renewed for any reason or is not performing the required duties will cease to be eligible for the differential as described above.

D. The employer will reimburse the employee for training, filing, examination, and renewal fees associated with obtaining the appropriate Wastewater Treatment Plant Operator certificate provided:

   1. The employee is in a position designated Chief Plant Operator and is required to possess a Wastewater Treatment Plant Operator certificate at a grade III or above.

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

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

E. Less than full-time employees shall receive the Wastewater Treatment Plant Operator (Chief Plant Operator) differential on a pro-rata basis.

ARTICLE 17 – DURATION

17.1 Duration

A. The terms of this Agreement shall go into effect upon ratification by both the Legislature and the Union's membership and upon approved funding by the legislature but no earlier than July 1, 2002 and remain in full force through July 2, 2003.

SIGNATURE PAGE

SIDELETTER, ADDENDUMS AND ATTACHMENTS

Side Letter #1 - Accounts Receivable for Medicare Payments

The parties agree that the State will discontinue any and all efforts to collect on any accounts receivable issued or outstanding for Unit 13 employees for whom the State failed to make timely payments for Medicare contributions for the three year period 1996 through 1998 as identified in the Controller's listing and provided to IUOE.

Addendum A – Post and Bid Form

BARGAINING UNIT 13
POST AND BID FORM

CURRENT CLASSIFICATION:		
EMPLOYEE NAME: (Please print)		SOCIAL SECURITY NUMBER:
CURRENT FACILITY:		WORK TELEPHONE NUMBER:
CURRENT WORK SCHEDULE:		MY PRESENT SHIFT IS:
MY CURRENT SUPERVISOR IS:		
SUPERVISOR'S TELEPHONE NUMBER		

I am interested in changing my (check appropriate box)::		
WORK SCHEDULE to:	(Any/All) ☐	or Specify
SHIFT to:	(Any/All) ☐	or Specify
ASSIGNMENT to:	(Any/All) ☐	or Specify
		(Attach additional sheets of paper if needed)

I am interested in transferring to the following locations(s)

1. _____ 3. _____

2. _____ 4. _____

(Attach additional sheets of paper if needed)

As of the date of this bid, I certify that I am a full-time permanent employee (having successfully completed my probationary period).

_____ _____
EMPLOYEE SIGNATURE DATE

FOR EMPLOYER COMPLETION

The State hereby acknowledges receipt of this request. (Date request received:_____)

Name	Title	Phone Number	Date copy returned to employee

Addendum B - Plants - Shift/Job Assignments

The following are plants to be used for shift or job assignments.

California Highway Patrol Academy

California State Fair

Caltrans

District 01
District 02
District 03
District 04
District 05
District 06
District 07
District 08
District 09
District 10
District 11
Headquarters Lab
Tunnels & Tubes
(Caldecutt Tunnel/Posey Tube)

Department of Corrections – Each institution

Department of General Services

Sacramento	Van Nuys
San Francisco	Santa Ana
San Jose	San Bernardino/Riverside
Santa Rosa	San Diego
Oakland	
Stockton	
Redding	
Fresno	

Los Angeles

Department Of Health Services

Berkeley

Department of Youth Authority

Southern Reception Center

Northern Reception Center

Fred C. Nelles School for Boys

El Paso Robles School

Preston School for Industry

Ventura School for Girls

Youth Training School

Northern California Youth Center

Developmental Services

Agnew State Hospital

Frank D. Lanterman State Hospital

Sonoma State Hospital

Porterville State Hospital

Fairview State Hospital

Education

Diagnostic School for Handicapped Children NC

Diagnostic School for Handicapped Children SC

School for Deaf (Fremont)

School for Deaf (Riverside)

Mental Health

Atascadero State Hospital

Napa State Hospital

Metropolitan State Hospital

Patton State Hospital

Museum of Science and Industry

Parks and Recreation – each district

Veterans Affairs

Yountville

Barstow

Chula vista

For any agency not listed above, the “plant” shall be deemed to be “statewide.” It is agreed that if during the terms of this Agreement the State wishes to modify this listing or redefine the “plant,” the state will; (a) notice the union, (b) meet and confer if requested by the union, and (c) when Agreement is reached, such Agreement will be incorporated as part of this contract.

Addendum C - Holiday Compensation Chart

Full time and Part-time Employees

TIME BASE	HOLIDAY COMPENSATION IN HOURS.
Full-time	8.00 *
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00
3/4	6.00
7/8	7.00
1/10	.80
3/10	2.40
7/10	5.60
9/10	7.20

Intermittent Employees

HOURS ON PAY STATUS DURING PAY PERIOD	HOLIDAY COMPENSATION IN HOURS FOR EACH HOLIDAY
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111.130.9	6
131-150.9	7
151 or over	8*

*An employee can only accrue up to 8 hours of holiday credit per holiday.

Addendum D – Salary Schedule

13 – STATIONARY ENGINEER

				Current		7/1/03 Increase		
Classification	**Schematic**	**Class**	**A/R**	**Minimum**	**Maximum**	**Minimum**	**Maximum**	**WWG**
CHIEF ENGINEER I								
	QC20	6698	A	4831	4831	5073	5073	2
	QC20	6698	B	5313	5313	5579	5579	2
OPERATOR TUNNELS AND TUBES								
	QC70	6707		4382	4382	4601	4601	2
MAINTENANCE WORKER, TUNNELS AND TUBES								
	QC80	6710		3637	3637	3819	3819	2
STATIONARY ENGINEER								
	QC41	6712	A	25.28	25.28	26.54	26.54	2
	QC41	6712	A	4382	4382	4601	4601	2
	QC41	6712	B	27.81	27.81	29.2	29.2	2
	QC41	6712	B	4819	4819	5060	5060	2
STATIONARY ENGINEER (CORRECTIONAL FACILITY)								
	QC42	6713		27.81	27.81	29.2	29.2	2
	QC42	6713		4819	4819	5060	5060	2

13 – STATIONARY ENGINEER

Classification	Schematic	Class	A/R	Current Minimum	Current Maximum	7/1/03 Increase Minimum	7/1/03 Increase Maximum	WWG
STATIONARY ENGINEER APPRENTICE (FOUR-YEAR PROGRAM)								
	QC43	6717	A	2849	2849	2991	2991	2
	QC43	6717	B	3066	3066	3219	3219	2
	QC43	6717	C	3287	3287	3451	3451	2
	QC43	6717	D	3507	3507	3682	3682	2
	QC43	6717	E	3723	3723	3909	3909	2
	QC43	6717	F	3945	3945	4142	4142	2
	QC43	6717	G	4161	4161	4369	4369	2
	QC43	6717	H	3135	3135	3292	3292	2
	QC43	6717	I	3374	3374	3543	3543	2
	QC43	6717	J	3615	3615	3796	3796	2
	QC43	6717	K	3857	3857	4050	4050	2
	QC43	6717	L	4096	4096	4301	4301	2
	QC43	6717	M	4340	4340	4557	4557	2
	QC43	6717	N	4582	4582	4811	4811	2
STATIONARY ENGINEER APPRENTICE (FOUR YEAR PROGRAM)(CORRECTIONAL FACILITY)								
	QC45	6718	A	3135	3135	3292	3292	2
	QC45	6718	B	3374	3374	3543	3543	2
	QC45	6718	C	3615	3615	3796	3796	2
	QC45	6718	D	3857	3857	4050	4050	2

13 – STATIONARY ENGINEER

Classification	Schematic	Class	A/R	Current Minimum	Current Maximum	7/1/03 Increase Minimum	7/1/03 Increase Maximum	WWG
	QC45	6718	E	4096	4096	4301	4301	2
	QC45	6718	F	4340	4340	4557	4557	2
	QC45	6718	G	4582	4582	4811	4811	2
WATER AND SEWAGE PLANT OPERATOR, DEPARTMENT OF FORESTRY AND FIRE PROTECTION (SAFETY)								
	QD05	6191		4819	4819	5060	5060	2
WATER AND SEWAGE PLANT SUPERVISOR								
	QD10	6723	A	4382	4382	4601	4601	2
	QD10	6723	B	4819	4819	5060	5060	2
WATER AND SEWAGE PLANT SUPERVISOR (ANGEL ISLAND)								
	QD11	5067		4382	4382	4601	4601	2
WATER AND SEWAGE PLANT SUPERVISOR -CORRECTIONAL FACILITY								
	QD15	6724		4819	4819	5060	5060	2