

TOTAL CONTRACT SUMMARY

(Changes only. Refer to 2006 – 2008 contract for full Articles language)

	Title	No Change
Article 1	Recognition	No change
Article 2	Salaries	
2.1	Classification and Pay	No change
2.2	Salaries	<p><u>Effective January 1, 2012, all classes shall be adjusted by increasing the maximum of the salary range by 5 percent</u></p> <p><u>Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a 5 percent increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687</u></p> <p><u>All other employees shall retain their salary and merit salary anniversary date (MSA)</u></p>
2.3	Department of Water Resources Apprentice Salaries	No change
2.4	Merit Salary Adjustments	No change
2.5	Pay Periods	No Change
2.6	Timely Payment of Wages	<p><u>2.6 B. 1</u></p> <p>When there are errors or delays in processing the payroll documents and the employee does not receive a check on payday, a salary advance <u>of at least 50% of salary owed (approved time)</u> will normally be issued within three (3) working days after pay day for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.</p>
2.7	Recovery of Overpayments	No change
2.8	Night Shift Differential	No change
2.9	Special Duty Pay	<p>2.9 (B)</p> <p>CalTrans employees assigned to avalanche control duties shall receive Avalanche Control Pay at the rate of six dollars (\$6.00) per hour for the hours during which they actually operate artillery or avalanchers, <u>including while in training in those areas</u>, for the purpose of causing controlled snow slides</p> <p>C. CalTrans employees assigned to perform duties of rock scaling, climbing, transporting of explosives, or suspended work and these duties are not included in their classification specifications may receive special duty pay at the rate of six dollars (\$6.00) per hour for the hours during which they actually perform these duties. <u>This provision also includes employees who are assigned to hold backup safety lines for climbers.</u></p>
2.10	Alternate Range 40	No change
2.11	Bilingual Differential Pay	No change
2.12	Recruitment and Retention Differential	No change

2.13	Recruitment and Retention Differential - DWR Dispatcher	No change
2.14	Recruitment and Retention Differential, Department of Corrections	No change
2.15	Commercial Driver's License Differential	No change
2.16	Special Assignment Pay	No change
2.17	Agricultural Pest Control License Differential	No change
2.18	Water and/or Wastewater Operator Certificate Differential	No change
2.19	Certificate Incentive Program - DWR	No change
2.20	META Instructor Pay	No change
2.21	Fire Mission Pay	No change
2.22	DWR Operational Availability Incentive Program	<p>A. 1 On January 1 of each year DWR will establish in consultation with IUOE the operational availability goals (benchmarks) for each field division to be achieved by December 31 (15) of that year;</p> <p>B. 2. And, the Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 31 (15) of each year</p> <p>B. 4. And the employee is assigned to Division of Operations and Maintenance either in a field division or head quarters position on December 31 (15);</p> <p>C. 1. From January 1, each year through December 31 (15) of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 31 (15)</p>
2.23	Certified Backflow Tester Differential	No change
2.24	CHP – R&R	No change
2.25	Department	No change
2.26	Dept of Water Resources Crane Differential	No change
Article 3	Health and Welfare	

3.1

Health, Dental, Vision

3.1 Health, Dental, Vision

A. Health Benefit

1. Program Description

Effective July 1, 2006, on the first day of the pay period following Union ratification of this agreement and upon approval of funding by the Legislature, the State will pay the following employer health contributions. To be eligible for this contribution, an employee must positively

enroll in a health plan administered or approved by CalPERS.

a. The State shall contribute ~~\$302~~ \$393, per month for coverage of an eligible employee. (Party code one)

b. The State shall contribute ~~\$606~~ \$ 787 per month for coverage of an eligible employee plus one dependent. (Party code three)

c. The State shall contribute ~~\$788~~ \$ 1,024, per month for coverage of an eligible employee plus two or more dependents. (Party code three)

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

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

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

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

3. ~~Unit 12 e~~ Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two-year vesting schedule for the employer health contribution for dependents as follows:

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

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

c. 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service. The employer dependent contribution amounts shall be established by DPA each year at the same time that the normal employer health contributions are established. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties. ~~At the option of the State, the effective date for this subsection may be delayed until July 1, 2007, to accommodate administrative or system changes which may be necessary to implement this section.~~

4. 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 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

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

c. Family Member Eligibility

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

		<p>B. Dental Benefit</p> <p>1. Contribution Amounts</p> <p>a. Effective July 1, 2006, <u>Upon approval of funding by the Legislature and ratification by the Union</u>, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.</p> <p>(1) The State shall pay up to \$35.04 <u>\$ 38.90</u> of the total premium per month for coverage of an eligible employee.</p> <p>(2) The State shall pay up to \$61.73 <u>\$ 69.06</u> of the total premium per month for coverage of an eligible employee plus one dependent.</p> <p>(3) The State shall pay up to \$89.55 <u>\$100.50</u> of the total premium per month for coverage of an eligible, employee plus two or more dependents.</p> <p>b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.</p> <p>2. Employee Eligibility Employee eligibility for dental benefits is the same as that prescribed for health benefits under section A. 4 of this agreement.</p> <p>3. Family Member Eligibility Family member eligibility for dental benefits is the same as that prescribed for health benefits under section A. 4 of this agreement.</p> <p>4. Coverage During First 24 Months of Employment Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service, during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50)-mile radius of the employee's residence, the employee will be allowed to enroll in indemnity or preferred provider option plan</p>
3.2	Rural Health	<p>The State and IUOE agree to meet as soon as possible to negotiate alternatives to the current Rural Health Care Program. If the parties reach agreement on an alternative program, it will become effective January 1, 2001 or a date agreed to by the parties.</p> <p><u>If the Rural Health program is enacted by the legislation, the State will meet and Confer over implementation of this program.</u></p>
3.3	Pre-Tax of Health/Dental Premiums Cost	No change
3.4	Health and Welfare Trust Plan	No change
3.5	Employee Assistance Program	<u>Deleted from contract</u>
3.6	Enhanced Employee Assistance Program	<u>Deleted from contract</u>
3.7	Flexible Benefit Program	No Change
3.8	Employee Injury on the Job	No change
3.9	Enhance Industrial Disability Leave	No change
3.10	Long Term Care Insurance Plan	No change
3.11	Non-Industrial Disability Insurance	No change
3.12	Non-Industrial Disability Insurance - Annual Leave	No change

3.13	Highway Maintenance Worker Life Insurance	<p>A. In addition to the seventy thousand dollars (\$70,000) to ninety-five thousand dollars (\$95,000) benefit provision of Labor Code section 4700, et seq., and the approximate fifteen thousand dollars (\$15,000) death benefit begun September 1, 1984, payable to the designated beneficiary (as specified on std form 243 the insurance carrier beneficiary form) of any CalTrans Unit 12 employee who is <u>single with no eligible dependents and who is</u> killed while performing assigned State duties provided:</p>
3.14	<u>NEW</u>	<p><u>The above criteria excluding dollar amounts must be met for Caltrans Highway worker's surviving spouse, or children, who qualify under Govt. code section 21541, subdivision (b) will receive 50% of annuity equal to 50% of their monthly salary provided the employee was hit by a motor vehicle, by any part of the vehicle, any object carried in or on the vehicle, , or any object dislodged from or by the movement of any vehicle being operated in the State highway right-of-way or public street in accordance Govt code 21537.5 (a).</u></p>
3.15	<u>NEW</u>	<p><u>It is understood by the parties that the eligible survivor or beneficiary will receive the Highway Maintenance Worker Life Insurance or the 50% annuity as outlined in 3.13 or 3.14 above not both.</u></p>

3.16

Health Benefit Vesting (New)

- A. The following vesting schedule shall apply to State employees in Unit 12 first employed by the State on or after January 1, 2011
- B. The portion of the employer contribution toward post retirement health benefits will be based on credited years of service at retirement per the following chart entitled "Health Benefits Vesting". The minimum number of years of State Service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.
- C. State employees as defined in A above, who become BU 12 employees after January 1, 2011 shall not receive any portion of the employer's contribution payable for annuitants unless those employees are credited with 15 years of State service as defined by law.
- D. The percentage of employer contribution payable for post retirement health benefits for credited State service at retirement as shown in the following table:

CREDITED YRS OF SERVICE % OF EMPLOYER CONT

15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

- E. This section shall apply only to state employees who retire for service
- F. Benefits provided an employee by this section shall be applicable to all future State service
- G. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation

Article 4	Health and Safety	
4.1	Health and Safety Committee	No change
4.2	Safety Devices	No Change

4.3	Footwear	<p>B. In addition, with regard to specified State agencies and as articulated below, the State shall provide a footwear allowance:</p> <p>1. Caltrans will pay <u>reimburse</u> each of its permanent, full-time Unit 12 employees on payroll as of April 1 <u>of</u> each year fifty dollars (\$50) <u>or one hundred dollars (\$100) every two (2) years</u> as an allowance toward purchasing work footwear consistent with Caltrans policy. This allowance will be remitted <u>reimbursed</u> to employees during May of each year <u>in the April pay period, employees must submit receipts prior to receiving the reimbursement</u> Employees shall wear such footwear at all times while on duty.</p> <p>2. DWR will pay <u>reimburse</u> each of its permanent, full-time Unit 12 employees on payroll as of April 1 <u>of</u> each year fifty dollars (\$50) <u>or one hundred dollars (\$100) every two (2) years</u> as an allowance toward purchasing work footwear consistent with Caltrans policy. This allowance will be remitted <u>reimbursed</u> to employees during May of each year <u>in the April pay period, employees must submit receipts prior to receiving the reimbursement</u> Employees shall wear such footwear at all times while on duty.</p>
4.4	Protective Clothing	No change
4.5	Restroom Facilities	B. Where both male and female workers are employed at permanent work location, the State will provide separate facilities as resources permit <u>which are also separate from those facilities provided to inmates, wards, residents and patients.</u>
4.6	Presumptive Illness	No change
4.7	Safety Awareness Program - Caltrans	No change
4.8	Safety Incentive Award Program - Caltrans and DWR	No change
4.9	Department of General Services Incentive Award Program	No change
4.10	Safety Incentive Award Program - DelMar Fairgrounds	No change
4.11	Personal Alarm Devices	No change
4.12	Infectious Disease Control Training	No change
4.13	Vehicle Inspection - District Fairs	No change
Article 5	Union Rights	
5.1	Representatives	No change
5.2	Employee Time Off	No change
5.3	Access	No change
5.4	Steward Protection	No change
5.5	Use of State Phones/Faxes	No change
5.6	Use of State Facilities	No change
5.7	IUOE Information Packets <u>/New Employee Orientation</u>	<p><u>Added: "New Employee Orientation" to the title:</u></p> <p><u>C: Departments shall notify IUOE of all formal new employee orientation sessions.</u></p>
5.8	General Information	No change
5.9	Release of Home Addresses	No change
5.10	Bulletin Boards	No change
5.11	Union Logos	No change

Article 6	State Rights	No change.
Article 7	Hours of Work	
7.1	Workweek	No change
7.2	Excess Time	No change
7.3	Flexible Work Hours	No change
7.4	Change of Shift, Work Hours, Work Week	No change
7.5	Rest Periods	No change
7.6	Meal Periods	No change
7.7	Overtime Distribution	<p><u>D. PIA: Overtime will be equitably distributed to qualified employees within the classification that customary performs the work in the assigned shop.</u></p> <p><u>E. Management will offer overtime to employees who have worked 40 hours before offering additional work hours to employees who have utilized leave time during the week.</u></p>
7.8	Overtime Compensation	<p><u>H. Only time physically worked shall be considered time worked towards premium overtime in a work week. This means that time spent by employee on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., need not to be counted as time worked for purposes of determining eligibility for premium overtime. (this language is also applicable to Article 8.4 and 8.5).</u></p>
7.9	Immediate Response Status- CDF- <u>(And all other affected Departments)</u>	<p><u>Title change: Immediate Response Status - CDF (And all other affected Departments)</u></p> <p><u>C. Employees in the classification of Heavy Equipment Mechanic in the Cal EMA shall also be covered by this provision.</u></p>
7.10	Calls to Work/Scheduled Overtime	No change
7.11	DGS-Telecommunications Standby	No change

<p><u>7.12</u></p>	<p><u>Occasional Regular Day Off Trade – CDCR – (NEW)</u></p>	<p>A. <u>Unit 12 member within the same classification and appointing authority may trade a regular day off with another member. This will be limited to once per pay period</u> <u>Unit 12 members may be permitted to exchange a regular day off with another member provided:</u></p> <ol style="list-style-type: none"> 1. <u>The employee makes a written request to their supervisor(s), at least twenty-four(24) hours prior to the exchange; and</u> 2. <u>The supervisor(s) approves the exchange; and</u> 3. <u>The employees exchanging a regular day off shall not be entitled to any additional compensation</u> <p><u>Once approved, a regular day off trade shall not be subject to further review, except for operational needs. If a regular day off trade is denied, the supervisor denying the trade shall state the reason for the denial on the written request.</u></p> <p><u>Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the shift, the employee will not be allowed to trade a regular day off for one (1) calendar year and the employees and the employee will be charged accrued time for the missed shift</u></p> <p><u>Probationary employees normally shall not be allowed to trade regular days off.</u></p> <p><u>The request for exchanging an RDO will not be unreasonably denied. Appeals of this nature shall be appealed to the Board of Adjustment, which will be the final level of appeal.</u></p>
<p>Article 8</p>	<p>Hours of Work and Overtime</p>	
<p>8.1</p>	<p>Rotating Shift Classes</p>	<p>No change</p>
<p>8.2</p>	<p>Rotating Shift Employee Work Schedule <u>DWR Only</u></p>	<p>Title change adds: <u>DWR Only</u></p>
<p>8.3</p>	<p>Vacation/Holiday Scheduling – <u>DWR Only</u></p>	<p>Title change adds: <u>DWR Only</u></p>
<p>8.4</p>	<p>Overtime</p>	<p>No change</p>
<p>8.5</p>	<p>Holidays</p>	<p>A. Each calendar year, permanent, full-time DWR employees covered by this section shall be entitled to thirteen (13) <u>eleven (11)</u> floating holidays.</p> <p>B. The pre-existing holidays are: January 1, third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, December and one personal holiday.</p> <p>D. Time during which the employee is excused from work because of holiday, vacation or other paid leave shall not be considered as time worked for the purposes of computing overtime.</p>
<p>8.6</p>	<p>Shift Premium</p>	<p>No change</p>
<p>8.7</p>	<p>Twelve Hour Shift Schedule</p>	<p>No change</p>

Article 9

Holidays

- A. With the exception of those employees covered by the Department of Water Resources rotating shift provisions in Article 8, all full-time employees shall be entitled to ~~one hundred twelve (112)~~ ninety-six (96) hours of holiday credit as provided in section "B" and "C" below, and shall receive additional holiday credits for any official holidays declared by the Governor.
- B. The holiday credits for full-time employees shall accrue as follows:
 - On January 1st – 8 hours of holiday credit
 - On the third Monday in January - 8 hours of holiday credit
 - ~~On February 12th - 8 hours of holiday credit~~
 - On the third Monday in February 8 hours of holiday credit
 - On March 31st - 8 hours of holiday credit
 - On the last Monday of May 8 - 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 – 8 hours of holiday credit
 - On the day after Thanksgiving 8 hours of holiday credit
 - On December 25th - 8 hours of holiday credit
- 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. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall not be considered as time worked by the employee.
- K. Employees working on any holiday will be paid in accordance with G.C. Section 19853 (paid straight time, hour for hour basis). Full-time and part-time employees who are required to work on the day of the holiday observance as provided in sections "I" and "J" above shall be paid a holiday premium rate (one and one half hourly rate) compensation for all hours worked on the holiday. The employee retains the holiday credit provided in section "B" above. Following holidays will be paid in one and one half (1 ½) for all hours worked: January 1, last Monday in May, July 4th, 1st Monday in September, Thanksgiving day, and December 25th.
- L. Intermittent employees who are required to work on a holiday in which they work 40 hours in that workweek (including the holiday) shall be paid premium rate (one and one-half hourly rate) compensation for all hour worked on the holiday. The employee retains the holiday credit provided in section "E"
- M. L.

Article 10	Leaves	
10.1	Vacation Leave	No change.
10.2	Sick Leave	No change
10.3	Annual Leave Program	<p>H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time on the same day and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of seniority (length of service within the department.</p> <p>H. <u>Except where operational needs require otherwise, employees shall be entitled to use their Annual Leave credits at the time of their choice. Requests for use of Annual Leave shall not be unreasonably denied. Where two or more employees request the same Annual Leave time on the same day and the department head or designee cannot grant the Annual Leave time to all employees requesting it, Annual Leave requests shall be granted in order of seniority (length of service within the department).</u></p> <p>M. Unit 12 Employees shall be allowed to cash-out 40 hours of Annual Leave per year in December.</p>
10.4	Bereavement Leave	No change
10.5	Parental Leave	No change
10.6	Adoption Leave	No change
10.7	Transfer of Leave Credits	No change
10.8	Catastrophic Leave - Natural Disaster	No change
10.9	Jury Duty	H. <u>Employees on Alternate Work schedules shall be changed to a 5/8/40 schedule during jury duty.</u>
10.10	Union Leave	No change
10.11	Mentoring Leave	No change
10.12	Release Time for State Personnel Board Hearings	No change
10.13	Release Time for Commercial Driver's License Examination	No change
10.14	Unpaid Leave of Absence	No change
10.15	Personal Leave	No change

10.16	<u>Personal Leave Program 2010 (new)</u>	<p>A. <u>Effective with the pay period following legislative ratification and then continuing for 12 months, fulltime bargaining unit employees shall be subject to a Personal Leave Program (PLP 2010), eight (8) hours per month in the manner outlined below:</u></p> <ol style="list-style-type: none"> 1. <u>Effective with the July 2010 pay period, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged</u> <u>Each full-time employee shall continue to work his/her assigned work schedule</u> 2. <u>Each full time employee shall be credited with eight (8) hours of PLP 2010 time on the first day of each period beginning with the July 2010 pay period through June 30, 2011 pay period. The leave credits shall be credited to the employee's PLP 2010 leave balance</u> 3. <u>The use of the PLP 2010 time is subject to supervisory approval, except the appointing powers shall ensure that all PLP 2010 time is scheduled and taken prior to July 1, 2014. PLP 2010 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2010 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2010 time -off to meet the intent of this section. PLP 2010 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 10 (Leaves).</u> 4. <u>Time during which an employee is excused from work because of PLP 2010 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week</u> 5. <u>PLP 2010 time shall have no cash value and may not be cashed out. Employees have until June 30, 2014 to use all PLP 2010 time. Any unused PLP 2010 time shall be void after June 30, 2014. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2010.</u>
Article 11	Retirement	

11.1

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

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

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

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

Effective July 1, 2010, First Tier retirement members first employed by the state and qualify for CalPERS membership would be subject to the "New 2010 First Tier Retirement Formula." The new 2010 retirement formula would not apply to:

- Former State employees who return to State employment on or after July 1, 2010.
- State employees hired prior to July 1, 2010 who were subject to the Alternative Retirement program (ARP).
- State employee on approved leave of absence who return to active employment on or after July 1, 2010.
- Persons who are already members or annuitants of the California Public Employees Retirement System
- Persons excluded from CalPERS membership.

B C. There are factors for attained quarter ages, such as 52 ³/₄. These improved retirement quarter age benefit factors will apply for service rendered on and after the effective date of January 1, 2000. The improved quarter factors will also apply to past service that is credited under the First Tier, New 2010 First Tier, and the Modified First Tier.

		<p>C. The amount of member contributions required of employees who will be covered under these new factors will continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513).</p> <p>D. <u>Effective pay period following Legislative ratification</u> miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute five percent (5%) <u>ten percent (10%)</u> of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP plan not subject to social security shall contribute six percent (6%) <u>eleven percent (11%)</u> of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.</p> <p>E. New employees hired on or after January 1, 2007, <u>July 1, 2010</u> will, after completion of participation in the Alternate Retirement Program, be subject to the 2% @ 55 <u>2% at 60</u> retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) <u>(36)</u> consecutive months of employment. <u>Employees in employment prior to July 1, 2010, will remain subject to the 2% at age 55 retirement.</u> -Employees in employment prior to January 1, 2007, will remain subject to the 2% @ 55 <u>@ age 55</u> retirement formula with benefits based on the highest average monthly pay rate during twelve (12) <u>(12)</u> consecutive months of employment. The State and Union agree to support legislation <u>that</u> changes to the method of computing the average annual compensation <u>employee retirement contributions</u> earnable for new Miscellaneous and Industrial Members hired on or after January 1, 2007, inclusive of those in the Alternate Retirement plan.</p>
11.2	First Tier Eligibility for Employees in Second Tier	No change

~~A. The age benefit factor at age fifty-five (55) for members of this Union are two and one-half percent (2.5%) of compensation for each year of service. These factors 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.~~

~~B. A. The Union and the State agree to participate in the State Safety retirement formula as prescribed by law;~~

Effective July 1, 2010, state safety retirement members first employed by the State and qualify for CalPERS membership would be subject to the "New 2010 Safety Retirement Formula" The new 2010 retirement formula would not apply to:

- Former State employees who return to State employment on or after July 1, 2010.
- State employees hired prior to July 1, 2010 who were subject to the Alternate Retirement Program (ARP)
- State employees on approved leave of absence who return to active employment on or after July 1, 2010
- Persons who are already members or annuitants of the California Public Employees retirement System
- Persons excluded from CalPERS membership

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

AGE CURRENT	<u>New 2010 State Safety age</u>
<u>For current members</u>	<u>employees (New hires only)</u>

50	1.700%	<u>1.426</u>
51	1.800%	<u>1.522</u>
52	1.900%	<u>1.628</u>
53	2.000%	<u>1.742</u>
54	2.250%	<u>1.866</u>
55 & over	2.500%	<u>2.000</u>
<u>56</u>		<u>2.100</u>
<u>57</u>		<u>2.200</u>
<u>58</u>		<u>2.300</u>
<u>59</u>		<u>2.400</u>
<u>60 and over</u>		<u>2.500</u>

~~D-C.~~ There are factors for attained quarter ages, such as 52 ¼. These improved quarter retirement age/benefit factors apply for service rendered on and after the effective date of January 1, 2000. The improved quarter factors also apply to past service that is credited under the State Safety retirement category. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of three hundred seventeen dollars (\$317).

		<p>New employees hired on or after January 1, 2007, July 1, 2010 will be subject to the 2.5 % @ 55 <u>2% at age 55</u> up to 2.5 % at age 60 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. <u>Employees in employment prior to July 1, 2010, will remain subject to the 2.5 % at age 55 retirement formula.</u> Employees in employment prior to January 1, 2007, will remain subject to the 2.5% at age 55 retirement formula with benefits based on the highest average monthly pay rate during twelve <u>(12)</u> consecutive months of employment.</p> <p>The state and Union agree to support legislation that changes the <u>employee retirement contributions for State Safety Members effective July 1, 2010. The State and Union also agree to support legislation that changes the retirement formula and</u> method of computing the average annual compensation earnable for New State Safety Members hired on or after January 1, 2007, <u>July 1, 2010</u></p>
11.4	Employer Pick-up of Employee retirement Contribution	No change
11.5	401(K) Deferred Compensation Program	No Change
11.6	Alternative Pre-retirement Death Benefit	No change
11.7	1959 Survivor's Benefits (fifth level)	No change
11.8	Items Excluded from Compensation for Retirement Purposes	No Change
11.9	Feasibility Study for Long Term Disability Benefits	No change
11.10	<u>Special</u> Death Benefits – CalTrans Highway workers	<p>The Department of Personnel Administration and the Union will support legislation to accomplish a death benefit for Cal Trans Employees who work on the highway</p> <p><u>If an employee (survivor) is entitled to receive the benefits provided under this article then the employee (survivor) is not entitled to receive the benefits under Article 3.13 Highway Maintenance Worker Life Insurance listed in this contract</u></p>
11.11	<u>CalPERS (New Article)</u>	<p><u>To help ensure the sustained funding and solvency of the retirement system and payment of future retirement benefits for this bargaining unit, the Unions agrees that it will not oppose legislation that requires CalPERs to supportable assumptions and data and that those should be evaluated by another party agreeable to DPA and the Union</u></p> <p><u>The Governor proposes legislation to: (1) require the CalPERs Chief Actuary to submit a report that in plain language describes (i) the investment return it assumes for projecting contributions and liabilities. (ii) the market value of this assets and how that value differs from its chosen actuarial value for those assets, and (iii) contributions and liabilities based on investment return assumptions both lower and higher than the actual investment return assumption; (2) require a third party (to be determined) to evaluate this report and provide its opinion of the report to the Legislature; and (3) require the Legislature to review these reports.</u></p>

<u>11.12</u>	<u>Prefunding of Postretirement Health Benefits (New Article)</u>	<p><u>Pursuant to the recommendations of the Public Employee Post-Employment Benefits Commission, the parties recognize the importance of beginning to prefund liabilities for retiree health benefits. The State and Union hereby agree to share in the responsibility toward beginning the prefunding of these liabilities for members of Bargaining Unit 12 and agree that the forgoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.</u></p> <ol style="list-style-type: none"> <u>1. Beginning July 1, 2012, employees shall contribute 0.5% of base salary toward prefunding of retiree health benefits</u> <u>2. Employee contributions shall be deducted from employee salary on a pre-tax basis.</u> <u>3. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor</u> <u>4. The costs of administering payroll deductions an asset management shall be deducted from the contributions and/or account balance</u> <p><u>The Governor's Public Employee Post-Employment Benefits Commission mad recommendations regarding the need to prefund retiree health care obligations. This agreement represents a first step towards achieving that goal</u></p> <p><u>The parties agree to support any legislation necessary to initiate prefunding of retiree health care obligations</u></p>
Article 12	Allowances and Reimbursements	No change
12.1	Business and Travel Expense	No change
12.2	Overtime Meal Allowance	No Change
12.3	Class A and Class B Driver's License Medical Examinations	No change
12.4	Class A and Class B Driver's License Fee Reimbursement	No change
12.5	Agricultural Pest Control Licenses	No change
12.6	Tool Allowance	No change
12.7	Uniform	No change
12.8	Uniform Reimbursement - CDF	No change
12.9	Uniform Reimbursement - DPR	No change
12.10	Transportation Incentives	No change
12.11	Moving Expenses	No change
Article 13	Organizational Security	No change
13.1	Dues Deduction and Security	No change
13.2	Agency Shop	No change
Article 14	Grievance and Arbitration Procedure	No change
14.1	Purpose	No change
14.2	Definitions	No change
14.3	Waiver of Time Limits/Steps	No change
14.4	Presentation	No change
14.5	Formal Grievance - Step 1	No change
14.6	Formal Grievance - Step 2	<p>A. A formal grievance may be filed no later than fifteen (15) twenty one(21) working days after the event or circumstances occasioning the grievance or after knowledge of same reasonable should have been acquired.</p>

14.7	Formal Grievance - Step 3	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) fifteen (15) days from the postmark of the Step 1 decision.
14.8	Board of Adjustment	B. If the grievant is not satisfied with the decision rendered at Step 2 the IUOE may appeal the decision to the Director of the Department of Personnel Administration or designee. This appeal must be postmarked within ten (10) fifteen (15) days from the postmark of the Step 2 decision.
19.9	Board of Adjustment	<u>If the request for BOA is not made twelve (12) days prior to the next scheduled meeting the appeal will be postponed to the following month, otherwise, the BOA shall be scheduled for the next regular meeting</u> 1.e. if either party does not appear at the scheduled BOA <u>and fails to provide 24 hour notice to IUOE central Office and the DPA Unit 12 LRO,</u> it will result in a default Judgment.
14.10	Reconsideration	No change
14.11	Arbitration	No change
14.12	Health and Safety Grievances	No change
Article 15	Discipline AWOL	No change
Article 16	Career Development	
16.1	Training	G. Heavy Equipment Mechanics in CDR <u>or CAL-EMA</u> will receive 12 hours of wild land fire safety training within 12 months following appointment to the classification.
16.2	Private Rooms	No change
16.3	Joint Apprenticeship Committees	No change
16.4	Release Time for State Civil Service Examinations	No change
16.5	Promotional List Eligibility	No change
16.6	Performance Appraisal of Permanent Employees	No change
16.7	Personnel and Evaluation Materials	<u>There will be only one official personnel file and normally one supervisory working file regarding each employee and these files will be maintained as follows:</u> D. An employee, or his/her authorized representative may review his/her official personnel file <u>and/or supervisory working file during regular office hours.</u> E. The employee, <u>with or without the assistance of their authorized representative</u> shall have a right to insert in his/her file reasonable supplementary material and written response to any items in the file. G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department except that at the request of the employee, materials of a negative nature shall be purged <u>from any and all files</u> after one year
Article 17	Post and Bid	No changes

17.1	Post and Bid-Local Work Locations Caltrans see "Addendum 1"	C. 6. This section does not preclude management from transferring employees or denying employee's transfer for verifiable security, safety, or clearly articulated operational reasons. <u>If such an incident occurs for over 30 days, a written notification will be sent to IUOE. Upon request of IUOE, a meeting shall be held to discuss the reasons for the situation</u>
17.2	Transfer from Outside the Local Work Location	2.E. This section does not preclude management from transferring employees or denying employee's transfer for verifiable security, safety, or clearly articulated operational reasons. <u>If such an incident occurs for over 30 days, a written notification will be sent to IUOE, a meeting shall be held to discuss the reasons for the situation.</u>
17.3	Apprentices	No change
17.4	Mandatory Placement	No change
17.5	Appeal of Involuntary Transfer	No change
17.6	Post and Bid Seniority Ties	No changes
17.7	Reassignment	No change
Article 18	Classification	No change
18.1	Classification Changes	No change.
18.2	Out of Classification Assignments	No change
18.3	Work Assignments	No change
18.4	Classification Study	Unit 12 may be in need of revision. Consequently, during the first year of this Agreement, IUOE will provide DOA a list identifying which classifications the recommend be revised, combined or abolished. Upon, <u>Within 60</u> days of receipt of the list, DPA will meet with IUOE to review recommendations and will decide which existing classifications will be revised, combined or abolished, or if there is a need to establish new ones.
18.5	Recruitment and Retention Study – Equipment Mechanics	The State agrees to conduct and complete a review of equipment mechanic positions within State service. The study will be completed within twelve (12) months of ratification of this Contract. The scope of the study will include evaluations of issues such as vacancy rates, equipment used an recruitment and recruitment and retention issues. Upon completion of the study, the State shall provide the Union with a copy of the study. The State will meet with the Union to discuss the results and recommendations resulting from the study
Article 19	Permanent Intermittent Appointments	No change
19.2	<u>Seasonal Employees (new)</u>	<u>Within 90 days of ratification of this agreement by the BU 12 Membership and the Legislature, the State agrees to a formal meet and Confer to determine the contractual terms and conditions of employee for Seasonal Employees who are in BU 12. Any agreements reached during this process shall be considered amendments to this agreement, except for the below mentioned items which are effective with this agreement</u> <u>Article 2.2 Salary</u> <u>Article 11 Retirement (for those in the PERS retirement system)</u>
Article 20	General Provisions	No change
20.1	No Strike	No change
20.2	No Lockout	No change
20.3	Reprisals	No change
	Individual Agreement	No change
20.5	Reducing the Adverse Effects of Layoff	No change

20.6	Military Installations	No change
20.7	State-Owned Housing Rental and Utility Rates	No change
20.8	Non-Discrimination	No change
20.9	Legal Services Plan	No change
Article 21	Suppression	No change
Article 22	Entire Agreement and Savings Clause	
22.1	Entire Agreement	No change
22.2	Savings Clause	No change
Article 23	Duration	A. The terms of this Contract shall be July 1, 2006 to June 30, 2008, — <u>The State proposes the term of the agreement be from July 1, 2010 through July 1, 2012</u>
Side Letters, Addendums and Attachments		
	SIDE LETTER - Work Zone Safety - Caltrans	No change
	ADDENDUM 1 - Work Locations	Work locations : <u>Estrella Correctional Facility</u> Department of Transportation (Pending Agreement) - <u>District wide</u> CA Resource Recovery Facility (CRRF) Central Office PIA Headquarters (PIA-CO) Van Nuys, Santa Ana, San Bernardino/Riverside, <u>Marysville</u> Personnel & Training Division San Joaquin Field Division: 1. Edmonston Pumping Plant, Wind Gap Pumping, Wheeler Ridge Pumping Plant 2. Buena Vista Pumping Plant, Costal Branch; Lost Hills Maintenance Subcenter Southern Field Division 1. Pearblossom Pumping Plant 2. Mojave Siphon Power Plant, Devils Canyon Power Plant, Cedar Springs Dam 3. Alamo Power Plant, Oso Pumping Plant, Warne Power Plant
	ADDENDUM 2 - Telecommunications Technician Standby - DGS	No change
	ADDENDUM 2 - Holiday Compensation Chart	No Change
	ADDENDUM 3 - Reassignment/Transfer Request	No Change
	<u>(New) Continuous Appropriations</u>	<u>The State and IUOE agree to present to the Legislature a provision to appropriate funds to cover the economic terms of this agreement as part of the MOU bill (see attached (b), (c) and (d) through July 1, 2012. This will maintain employees salaries and benefits in case of an untimely budget.</u>